BOULT▪ CUMMINGS
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'01 SEP 4 AM 8 1

August 31, 2001

EXECUTIVE SECRETARY

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
360 James Robertson Parkway
Nashville, TN 37201

Re: Generic Docket to Establish Generally Available Terms and Conditions for Interconnection

Docket No. 01-00526

Dear David:

Enclosed for filing are the original and thirteen copies of Comments filed on behalf of XO Communications, Inc. in the above-captioned proceeding.

Copies have been forwarded to parties of record.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: Henry Walker

HW/nl
Enclosure

LAW OFFICES
414 UNION STREET - SUITE 1600 - P.O. BOX 198062 - NASHVILLE - TN - 37219
TELEPHONE 615.244.2582 FACSIMILE 615.252.6380 www.boultcummings.com

BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE

IN RE: GENERIC DOCKET TO ESTABLISH)
GENERALLY AVAILABLE TERMS AND)
CONDITIONS FOR INTERCONNECTION) DOCKET NO. 01-00526

COMMENTS OF XO COMMUNICATIONS, INC.

XO Communications, Inc. ("XO") submits the following Comments concerning the proposed generic interconnection agreement (the "Agreement") filed by BellSouth Telecommunications, Inc. ("BellSouth"). These Comments are intended to supplement the Comments filed by ITC^DeltaCom.

XO joins ITC^DeltaCom in strongly recommending that the Authority schedule workshops to review the multiplicity of issues involved in drafting an interconnection agreement. While XO is familiar with its own agreement, XO cannot realistically review the interconnection agreements of other CLECs for a detailed, section-by-section comparison. Only BellSouth and, to a lesser degree, the TRA is in a position to make that comparison.

Based on a brief comparison between the language in BellSouth's proposed Tennessee Agreement and language agreed to by BellSouth in recent, multi-state negotiations between BellSouuth and XO, XO believes that there are many provisions favorable to CLECs which BellSouth has offered to other CLECS but which have not been included in the proposed Tennessee Agreement. For that reason, XO is filing herewith a copy of a recently filed arbitration petition which includes, as an exhibit, language agreed to by BellSouth in those states. Should the TRA convene a workshop as recommended by XO, the parties can make a more detailed comparison of these proposals.

XO has also reviewed the ITC^DeltaCom agreement and noted, for example, that the ITC^DeltaCom contract contains a provision for "party prioritization of CLEC customers." Such a provisions allows a CLEC to request that BellSouth maintenance services give priority to certain customers. BellSouth provides this "prioritization" to its own customers but has refused to provide it to other CLECS and has not included such a provision in the proposed generic Agreement filed by BellSouth.

XO and other CLECs cannot be expected to find every such "needle in the haystack" of all BellSouth agreements. BellSouth itself, however, should be directed to modify its proposed generic agreement to include not only all TRA orders but also the most favorable terms agreed to by BellSouth in Tennessee and in any multi-state agreement, whether or not the multi-state agreement includes Tennessee.

XO also submits the following comments concerning the "general terms and conditions" of the proposed Agreement.

(1) Directory Listings – The proposed language refers only to the White Pages. Since BellSouth business customers are also listed, at no charge, in the classified directory, BellSouth should provide the same service to CLEC customers.

(2) The provisions on liability and indemnification should be mutual and reciprocal.

(3) The section on providing notice to CLECs through a posting on BellSouth's web site should clearly state that such notice does not relieve BellSouth of its obligations elsewhere in the agreement to provide notice of certain agreement information directly to the contact individual named in the Agreement.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: _____

Henry Walker
414 Union Street, Suite 1600
P.O. Box 198062
Nashville, Tennessee 37219
(615) 252-2363
Counsel for XO Communications, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on the 31st day of August, 2001, a copy of the foregoing document was served on the parties of record, via hand-delivery, overnight delivery or U.S. Mail, postage prepaid, addressed as follows:

H. LaDon Baltimore, Esq.
Farrar & Bates
211 Seventh Ave. No., #320
Nashville, TN 37219-1823

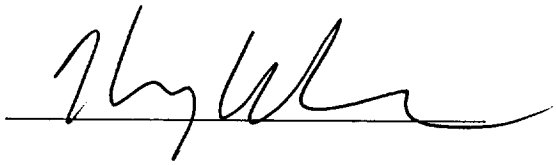
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P.O. Box 198062
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BellSouth Telecommunications, Inc.
333 Commerce Street, #2101
Nashville, TN 37201-3300

Tim Phillips, Esq.
Attorney General's Office
Consumer Advocate and Protection Division
P.O. Box 20207
Nashville, TN 37202

Dana Shaffer, Esq.
XO Tennessee, Inc.
105 Molloy St.
Nashville, TN 37201



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AUG 17 2001
EXECUTIVE SECRETARY
G.P.S.C.

August 17, 2001

RECEIVED
By

VIA HAND DELIVERY

Mr. Reece McAlister
Executive Secretary
Georgia Public Service Commission
244 Washington Street, S.E.
Atlanta, Georgia 30334

Re: Petition for Interconnection Arbitration by XO Georgia, Inc. (fk/a NEXTLINK Georgia, Inc.) ("XO") Against BellSouth Telecommunications, Inc.

Dear Mr. McAlister:

Enclosed are an original and sixteen (16) copies of XO's Petition for Interconnection Arbitration against BellSouth Telecommunications, Inc.

Please file the Petition in your usual fashion and return one (1) file-stamped copy to us in the enclosed envelope. Also, enclosed is an Electronic Filing Transmittal Sheet and diskette containing the Petition in Microsoft Word format.

If you have any questions or comments, please call.

Sincerely,

Ronald V. Jackson

RVJ/jh
Enc.
cc: XO Georgia, Inc.
BellSouth Telecommunications, Inc.
Consumers' Utility Counsel Division

RECEIVED
AUG 17 2001
EXECUTIVE SECRETARY
G.P.S.C.

BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

Petition of	)	
	)	
XO Georgia, Inc	)	Docket No._____
	)	
For Arbitration with BellSouth	)	
Telecommunications, Inc.	)	
Pursuant to Section 252(b)	)	
of the Communications Act of 1934, as	)	
amended by the Telecommunications Act	)	
of 1996	)	

PETITION OF XO GEORGIA, INC. FOR ARBITRATION

XO Georgia, Inc. ("XO") through its undersigned counsel, petitions the Georgia Public Service Commission ("Commission") pursuant to Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 ("Act"), to arbitrate certain terms and conditions of a proposed interconnection agreement between XO and BellSouth Telecommunications, Inc. ("BellSouth" or "BST").

PARTIES

1. Petitioner XO's full name and its official business address are as follows:

XO Georgia, Inc.
105 Molloy Street, Suite 200
Nashville, TN 37201

XO, formerly NEXTLINK, is a corporation organized and formed under the laws of the State of Washington with its principal place of business at:

XO Georgia, Inc.
4151 Ashford Dunwoody Road NE
Suite 420
Atlanta, Ga 30319

XO is a local and long distance company and is authorized by the Commission to provide local exchange service in Georgia.[1] XO is, and at all relevant times has been, a "local exchange carrier" ("LEC") under the Act.

2. The names, addresses, and contact numbers of XO's representatives in this proceeding are as follows:

Charles A. Hudak
Ronald V. Jackson
Friend, Hudak & Harris, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346
(770) 399-9500 (Tel)
(770) 395-0000 (Fax)

John A. Doyle, Jr.
Parker, Poe, Adams & Bernstein
First Union Capitol Center
Suite 1400
150 Fayetteville Street Mall
Raleigh, NC 27802
(919) 890-4145 (Tel)
(919) 834-4564 (Fax)

Dana Shaffer
XO Georgia, Inc.
105 Molloy Street, Suite 200
Nashville, TN 37201

[1] *See* In re: Application of NEXTLINK Georgia, Inc. for a Certificate of Authority to Provide Competitive Local Exchange Services. Order granting Certificate of Authority to Provide Competitive Local Exchange Services, GPSC Docket No. 8169 (March 20, 1998).

3. BellSouth is a corporation organized and formed under the laws of the State of Georgia, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375. BellSouth provides local exchange and other services within its franchised areas in Georgia. BellSouth is, and at all relevant times has been, a "Bell Operating Company" and an "incumbent local exchange carrier" ("ILEC") under the terms of the Act.

4. The name, address, and contact number for BellSouth's legal representative during the negotiations with XO are as follows:

Parkey Jordan
BellSouth Telecommunications, Inc.
675 W. Peachtree Street
Atlanta, GA 30375
(404) 335-0794 (Tel)
(404) 614-4054 (Fax)

JURISDICTION

5. The Commission has jurisdiction over XO's Petition pursuant to Section 252(b) of the Act. Negotiation of the XO-BellSouth Georgia Interconnection Agreement commenced on March 10, 2001. (See **Exhibit A**). This Petition is timely filed within one hundred sixty (160) days of the date BellSouth received XO's request for interconnection.

NEGOTIATIONS

6. Negotiation of the XO-BellSouth Georgia Interconnection Agreement commenced on March 10, 2001. Working through changes suggested by XO to BellSouth's template interconnection agreement, the parties have been able to resolve the vast majority of issues raised during the negotiations, but a number of issues remain unresolved. Notwithstanding these good faith negotiations, XO and BellSouth have been unable to come to agreement on all terms, particularly certain terms that relate to

how the parties will interconnect their networks and exchange traffic. The issues that XO understands to be unresolved between the parties are addressed in the Statement of Unresolved Issues below.

7. The Parties have agreed to negotiate rates, terms, and conditions for access to Rights-of-way, Conduits and Pole Attachments (Attachment 8) in separate negotiations, and under a separate timeline. As such, issues related to these topics are not addressed in this Petition.

8. A draft of the Interconnection Agreement reflecting the parties' negotiations to date is attached hereto as **Exhibit B**. Agreed upon language is shown in normal type. Disputed language is shown in shaded text with a **bold caption** indicating which party proposed the language at issue. During this arbitration, XO will continue to negotiate in good faith with BellSouth to attempt to resolve these disputed issues and will advise the Commission if and when arbitration of certain issues is no longer necessary.

9. XO requests that the Commission approve the Interconnection Agreement between XO and BellSouth reflecting (i) the agreed upon language in **Exhibit B** and (ii) the resolution of the unresolved issues in accordance with the recommendations made by XO below and in **Exhibit B**.

STATEMENT OF RESOLVED ISSUES

10. The parties have resolved all issues and negotiated contract language to govern the parties' relationship with respect to: General Terms and Conditions, microwave collocation, access to numbers and number portability, ordering and provisioning, and performance measurements. Additionally, while the parties disagreed

to certain provisions concerning collocation and remote site collocation, the parties did agree to defer these issues until such time as the Federal Communications Commission resolves such issues in dockets pending before that body. These negotiated portions of the Agreement are included in **Exhibit B**. The Parties have also agreed to the rates BellSouth generally offers all competitive local exchange carriers.[2]

STATEMENT OF UNRESOLVED ISSUES

ISSUE 1 (Attachment 1, Section 3.2.5; and Attachment 2, Section 1.9.1)

Issue:	*When should BellSouth be permitted to charge XO for cancellation of an order for services or network elements?*
XO position:	*Cancellation charges are inappropriate unless BellSouth is willing to allow XO to recover its costs when (i) BellSouth cancels an order, or (ii) XO must cancel because BellSouth fails to meet its obligations concerning the provision of the ordered elements or service. The parties current Agreement does not provide for charges without exceptions; rather, it identifies circumstances under which either party may cancel or reschedule an order, including the appropriate charges and/or waiver of charges for such actions.*
BST position:	*BellSouth incurs certain costs after network elements or services are ordered. It should be able to recover those costs when an order is canceled, regardless of whether BellSouth actions made such cancellation necessary.*

11. BellSouth seeks to charge XO for cancellation of an order for services or network elements, without providing exceptions to when such charges would apply.

[2]XO has accepted the BellSouth-proposed rates on the basis of BellSouth's representation that these rates are the rates generally offered to all competitive LECs and consistent with the Commission's orders approving BellSouth's rates. To the extent XO determines that the rates are not those generally offered to other competitive LECs, or are inconsistent with the rates ordered by this Commission, XO reserves its right to contest such rates.

12. XO and BellSouth have never previously agreed to such charges without reasonable exceptions.

13. BellSouth will not agree to an exception to such charges even if it is BellSouth that cancels the order.

14. Further, BellSouth seeks to impose charges on XO if XO cancels an order because BellSouth failed to properly deliver the ordered services or elements in a timely manner. XO should be excused from any cancellation charges under such circumstances. XO should also be entitled to recover any costs from BellSouth that it incurs as result BellSouth's failure to meet its obligations.

15. It is unreasonable for BellSouth to refuse to agree to exceptions to cancellation charges when BellSouth is the direct or indirect cause of a cancelled order.

ISSUE 2 (Attachment 2, Section 1.9.2)

Issue:	*Should BellSouth be permitted to charge XO to expedite an order for network elements when the expedite was required because of BellSouth's failure to meet its obligations concerning the provision of such network elements?*
XO position:	*No. XO should not have to pay to expedite an order when such treatment is necessary to avoid BellSouth's breach or anticipated breach of its obligation to provide network elements.*
BST position:	*BellSouth incurs certain costs when it expedites an order. It should be able to recover its costs, regardless of the circumstances necessitating an expedite order.*

16. XO orders network elements from BellSouth. In agreeing to provide such elements, BellSouth makes certain commitments to XO.

17. BellSouth's commitments include that the element can be used to provide the particular service for which it was designed. BellSouth also commits to provisioning the element within a particular timeframe.

18. XO relies on BellSouth's representations and commitments when it commits to providing a service to an XO end-user using such elements. Both XO's reputation, and the delivery of service to Georgia customers is affected by BellSouth's ability to meet its commitments.

19. At times, after BellSouth has made such commitments, it will indicate that the element cannot be provisioned in the manner or timeframe promised. BellSouth may, however, be able to meet the earlier commitment if XO requests the order be expedited. In such instances, XO should not have to pay BellSouth to expedite an order to meet a timeframe BellSouth previously committed to.

20. In addition, BellSouth actions, such as disconnection of an existing XO customer in error by BellSouth personnel, force XO to requested an expedited order to restore service. XO should not have to pay BellSouth to expedite an order to correct a problem caused by BellSouth.

ISSUE 3 (Attachment 2, Section 2.1.23.6)

Issue:	*If a BellSouth representative reaches voice mail when attempting to contact XO to perform acceptance testing of a loop, how long should the BellSouth employee be required to wait for a callback?*
XO position:	*At least ten (10) minutes. XO's loop order includes fifteen (15) minutes of normal acceptance testing. To accomplish such testing, BellSouth has agreed to be placed on hold for up to fifteen (15) minutes, and to continue to call for fifteen (15) minutes when experiencing repeated busy*

conditions. BellSouth should wait a minimum of ten (10) minutes for a call back after reaching voice mail.

BST position: *After reaching voice mail, the BellSouth representative should not have to wait at all for a callback to complete acceptance testing, but should be able to close the order after unilateral testing of the loop.*

21. When XO orders a loop from BellSouth, BellSouth must perform acceptance testing with XO to ensure that the loop has been properly delivered. Section 2.1.23.5 of the Agreement provides that XO has fifteen (15) minutes from the time a loop is turned-up, to perform such testing.

22. To perform acceptance testing, the BellSouth representative calls XO at a toll free number, and the Parties cooperatively test the line. For example, XO may ask that BellSouth put a short on the line to determine whether XO can identify the short. Once XO agrees that the loop has been properly installed, XO accepts the loop and it is considered delivered.

23. By ensuring that a loop is installed properly at the time of delivery, acceptance testing enables Parties to avoid repair dispatches, provisioning delays, and customer service outages. To perform such testing, it is necessary that BellSouth contact XO at the time the loop is turned-up.

24. BellSouth has agreed that if they get a repeated busy signal, they will continue to call XO back for fifteen (15) minutes. BellSouth has also agreed, that if the XO representative places them on hold, they will stay on hold for up to fifteen (15) minutes, if necessary. (See **Exhibit B**, Attachment 2, Section 2.1.23.6).

25. BellSouth agrees that XO has fifteen (15) minutes from the time the loop is turned-up to test that loop. However, it refuses to wait for even one (1) minute for a

return call from XO, after reaching voicemail or another recording. This does not make sense. After reaching voicemail, BellSouth should be required to wait at least ten (10) minutes for XO to call back to test the loop.

ISSUE 4 (Attachment 2, Section 2.14.1.4)

ISSUE:	*After XO has ordered a loop, should BellSouth be allowed to modify that loop without XO's consent?*
XO position:	*No. Any modifications to a loop after ordering may render the loop incapable of providing the service for which the loop was ordered.*
BST position:	*Yes. BellSouth is continually upgrading its network. If XO provides advanced services over a loop that was not specifically designed for such services, XO end-users risk losing service when BellSouth modifies the network.*

26. Before XO orders a loop from BellSouth, it obtains loop makeup (LMU) information about that loop to determine what services can be supported on the facility. If XO finds a loop that meets its desired specifications, it orders the loop, and provides service to an end-user.

27. BellSouth wants the ability to modify loops at any time after XO orders the loop, including after the loop has been provisioned. XO may be providing service to end-users over the loop. Such modifications could disrupt the delivery of services, including advanced services, to the XO end-user. Not only would BellSouth's modification disrupt the XO end-users service, it would also damage XO's reputation.

28. On information and belief, when BellSouth reserves a facility for its own use, it inventories that loop as an advanced services loop. By so doing, BellSouth ensures that the loop will not be modified in a way as would disrupt its own customer's service.

29. BellSouth's position on this issue is particularly egregious when considering BellSouth's position on Issue 1 above, concerning cancellation charges. Under BellSouth's proposal, XO would have to pay BellSouth to cancel a loop order after BellSouth had modified the loop in a way that prevents delivery of the very services for which the loop was ordered. This would give BellSouth a financial incentive to modify its competitors loops, thus disrupting service. This should not be permitted.

ISSUE 5 (Attachment 2, Sections 5.1.4.2 and 5.1.4.3)

ISSUE:	*What are the appropriate definitions of "Common Transport" and "Tandem Switching"?*
XO position:	*Common Transport and Tandem Switching should be defined based on the function performed, allowing both parties to be fairly compensated for the delivery of traffic.*
BST position:	*BellSouth defines these terms based strictly on BellSouth's own network architecture, which assumes the deployment of multiple switches in each LATA.*

30. BellSouth's definitions of these rate elements presupposes the answer to Issues 7, whether XO is entitled to the tandem switching rate element, and assumes that common transport requires the deployment of a tandem switch physically separate from the end office switch(es). As stated below with regard to Issues 6 and 7, XO is entitled to the same rate elements as BellSouth, and BellSouth should not be allowed to define those rate elements strictly in terms of BellSouth's own network architecture and terminology and, thus, preclude XO from receiving fair and symmetrical compensation for the transport and delivery of traffic.

ISSUE 6 (Attachment 3, Sections 1.1.3 through 1.1.9)

Issue:	*Should the definition of Serving Wire Center preclude XO from receiving symmetrical compensation from BellSouth for leased facility interconnection?*
XO position:	*The compensation for leased facilities used for interconnection should be symmetrical regardless of the definitions used to establish the rate structure for leased facility interconnection.*
BST position:	*Serving Wire Center should be defined by reference to the wire center from which one party would normally obtain dial tone for its interconnection point ("IP").*

31. Equity and the FCC's symmetrical compensation principles mandate that the rates for dedicated transport be defined consistently for both parties. BellSouth has proposed to allow the parties the option to interconnect through the lease of facilities from one another. Although not required to do so under the Act and FCC rules, XO has agreed that the parties may charge each other the same rates for facilities provided in a situation where one party is leasing facilities from the other. However, BellSouth's proposal would impose a different rate structure on XO than on BellSouth for providing identical facilities. BellSouth's proposal would result in XO incurring substantially greater costs than BellSouth for transporting and terminating traffic between the same two (2) points.

32. By way of background, as a new entrant into the local exchange telecommunications market, XO utilizes state-of-the-art digital technology, typically installing only a single switch in a single building ("wire center") that serves an entire LATA. BellSouth, however, has multiple wire centers per LATA. Under the terms of

the Agreement, the party originating local traffic may purchase dedicated transport from the terminating party between the IP and the first point of switching on the terminating party's network. BellSouth has divided the unbundled dedicated transport facility into two (2) components. Under this structure XO can never charge BellSouth as much as BellSouth can charge XO for interconnection through leased facilities, even if the exact same facility is at issue. Specifically, pursuant to Section 1.1.6 of Attachment 3, BellSouth has defined the Local Channel facility (which is flat-rated) as the facility between the IP and the serving wire center, while the Dedicated Interoffice Transport facility (which is rated on a per-mile basis) is defined as the component between the serving wire center and the first point of switching on the terminating party's network. Thus, the definition of the serving wire center is crucial to application of these rate elements. Because XO's single switch will always be defined as the serving wire center and the "first point of switching" on its network, XO will never be able to charge BellSouth more than the flat-rated Local Channel charge for providing leased facility interconnection. By contrast, because BellSouth's historical hub-and-spoke network architecture has multiple switches, BellSouth will be able to charge both the fixed Local Channel rate and the variable Dedicated Interoffice Transport rate for providing such interconnection.

33. BellSouth's definitions of Serving Wire Center, Local Channel, and Dedicated Interoffice Transport are especially egregious in light of its proposed unilateral right to designate IPs for BellSouth–originated traffic. For instance, if BellSouth designated an IP at an end office some distance from XO's point of presence ("POP"), under BellSouth's proposal, XO would only be permitted to charge the flat-

rated Local Channel charge if XO provided the facility to the IP. BellSouth, on the other hand, would be able to charge both the flat-rated Local Channel charge from XO's POP to the BellSouth office closest to the POP and additional mileage-sensitive charges for the portion of the facility between the distant end office and the first BellSouth office. In short, BellSouth's proposal that the parties charge "symmetrical rates" for the leased facility interconnection is disingenuous because XO will not be permitted to charge BellSouth symmetrically for the same facility. To remedy this, XO has proposed not to change the definitions, but to ensure instead in Section 1.1.9 that XO will have the ability to charge BellSouth as much as BellSouth would be able to charge XO for traffic on the same route, notwithstanding the definitions in the contract.

ISSUE 7 (Attachment 3, Section 5.1.4.1)

ISSUE:	*(a) Is XO entitled to the tandem switching rate for the exchange of local traffic? (b) What are the appropriate rates?*
XO position:	*(a) Yes. XO's switches cover a geographic area comparable to that covered by the BellSouth tandem switches. Further, XO's switches have inherent tandem capability, and perform tandem-like functions such as the aggregation of traffic from widespread, remote locations. As such, XO is entitled to compensation at the tandem switch rate. (b) BellSouth has failed to provide a current copy of its proposed rates.*
BST position:	*(a) No. The tandem switching rate is not for the exchange of local traffic. (b) Unknown.*

34. XO's switches cover a geographic area comparable to that covered by the BellSouth tandem switches. XO is thus entitled to compensation at the tandem switch rate in the Agreement.

35. The FCC has set a standard for determining whether a CLEC's switch entitles the CLEC to receive compensation from an ILEC at that ILEC's tandem interconnection rate, in FCC Rule 51.711(a)(3), which states in its entirety:

> Where the switch of a carrier other than an incumbent LEC serves a geographic area comparable to the area served by the incumbent LEC's tandem switch, the appropriate rate for the carrier other than an incumbent LEC is the incumbent LEC's tandem interconnection rate. 47 C.F.R. § 51.711(a)(3).

36. The Commission must therefore determine whether XO's switches serve a geographic area comparable to the area served by BellSouth's tandem switches. The geographic area served by XO's switch needs not be the same as the area served by BellSouth's tandem. The rule requires that the service areas be "comparable." *Id.* Also, the relevant comparison is not the area served by XO's single switch to the area served by all of BellSouth's tandems, but rather the area served by XO's switch to the corresponding BellSouth tandem. Federal case law supports this interpretation. *See, e.g., US West Communications, Inc. v. Minn.. Pub. Util. Comm'n,* 55 F. Supp. 2d 968 (D. Minn. 1999), *US West Communications, Inc. v.Wash. Util. Comm'n,* 2001 U.S. App. LEXIS 14836 (2001).

37. FCC Rule 51.711 only requires that a CLEC demonstrate the geographic comparability of its switch serving area to that of the ILEC tandem. On information and belief, BellSouth's position is that, unless XO's switches perform the same function as BellSouth's tandem, XO is not entitled to compensation at the tandem rate. This supposed "switch functionality" requirement would be in addition to the "geographic

comparability" requirement. The FCC could have included such a second requirement in Rule 51.711, but it did not.

38. Where the interconnecting carrier's switch serves a geographic area comparable to that served by the ILEC tandem, the appropriate rate proxy is the tandem interconnection rate. Similar switch functionality, at least in this instance, is not a precondition to obtaining the tandem interconnection rate compensation – and that is entirely consistent with the way FCC Rule 51.711(a)(3) was drafted.

39. XO's switches serve comparable geographic areas as the BellSouth tandem. Further, XO's switches have the capability for, and can actually provide, tandem-like functions. XO's switches have inherent tandem capability, and perform tandem-like functions such as the aggregation of traffic from widespread, remote locations. XO is thus entitled to compensation at the tandem switch rate for the exchange of local traffic.

ISSUE 8 (Attachment 3, Sections 5.6, 5.7 and 5.8)

ISSUE:	*Should BellSouth be able to unilaterally change rates, terms and conditions expressly agreed to by the parties, by a reference to BellSouth jurisdictional guidebooks and/or tariffs?*
XO position:	*No. The parties have negotiated for months over rates, terms and conditions in their Interconnection Agreement. BellSouth should not be able to unilaterally change any rates, terms or conditions by referencing BellSouth guidebooks and/or tariffs. The Interconnection agreement should state that if there is a conflict between the Agreement and such reference documents, the terms of the Agreement shall govern.*
BST position:	*Yes. The proposed jurisdictional requirements are contained in BellSouth guidebooks and/or tariffs and are subject to revision without notice to XO.*

40. For billing purposes, each Party is to report to the other the percentage of traffic that is local use, local facility, and interstate use. BellSouth proposes that each of these types of traffic be defined based upon certain BellSouth guidebooks and/or tariffs. However, these types of traffic and the ways in which such traffic is to be treated is already set forth in the Agreement.

41. It is reasonable to reference guidebooks or tariffs to help the parties resolve certain operational issues; however, nothing in those guidebooks or tariffs should annul the rates, terms or conditions expressly agreed to by the Parties through negotiation. XO is willing to agree to reference such guidebooks or tariffs; provided that BellSouth agrees that the terms of the Agreement will govern if there is a conflict between such documents and the Agreement.

42. BellSouth has agreed to add such language in Sections 5.6 and 5.7 of Attachment 3. It refuses however, to include similar language in Section 5.8.

43. XO has negotiated its Interconnection Agreement with BellSouth in good faith and has reached agreement on numerous issues. BellSouth should not be able to unilaterally impose rates, terms or conditions on XO that it develops independently in its guidebooks or tariffs.

ISSUE 9 (Attachment 3, Sections 5.6 and 5.8)

ISSUE:	*When a party develops the ability to automatically identify the jurisdiction of traffic, should the Interconnection Agreement allow that party to unilaterally switch to such technology and to dictate the terms for performing such message recording and billing?*
XO position:	*Either party should be able to implement message recording technology, but such implementation should be*

consistent with the provisions of the Interconnection Agreement regarding definition of traffic types, as well as billing and audit provisions. Since the current Interconnection Agreement language does not specifically address such issues, the parties should either (1) work cooperatively to implement the appropriate terms at the time such technology is developed, or (2) include the specific implementation terms in the Agreement today. XO has specifically negotiated terms related to these factors such as audit policies. BellSouth should not be able to unilaterally change any negotiated terms or conditions.

BST position: *Yes. Message recording technology that measures the jurisdiction of traffic is more accurate than the use of Percent Interstate Usage ("PIU") and Percent Local Usage ("PLU") factors.*

44. For billing purposes, each Party is to report to the other the percentage of traffic that is local use, local facility, and interstate use. On information and belief, BellSouth does not currently have the technology to specifically measure the jurisdiction of such traffic. As such, the parties use certain PIU and PLU factors that are set out in the Attachment 3, Sections 5.6, 5.7 and 5.8 of the Agreement.

45. XO does not oppose moving to recording technology in lieu of PIU and PLF factors once such technology is developed. However, XO has specifically negotiated terms related to the use of factors, such as audit policies. In addition, the parties should address how to reconcile message recording technology with the parties' agreement with regard to the treatment of certain types of traffic as local, for example. BellSouth has admitted that, in order to comply with the definition of local traffic, adjustments would have to be made to message records to account for "optional" local calling scopes.

46. The above is just one example of the need for cooperative implementation of billing based on message recording technology. Once jurisdictional recording technologies are developed, the Parties should work cooperatively to implement the appropriate terms at the time such technology is developed, or the current agreement should include such terms. BellSouth should not be able to unilaterally change any negotiated terms or conditions by implementation of message recording technology.

ISSUE 10 (Attachment 6, Section 2.3)

ISSUE:	*Should BellSouth act in good faith to grant any reasonable request to continue support for a prior OSS standard interface version until completion of the mutually agreed testing of the new version?*
XO position:	*Yes. BellSouth can only test a limited number of CLECs on a particular interface within each 30-60 day period. BellSouth should act in good faith to ensure XO has had an opportunity to test and implement a new interface before unilaterally withdrawing the prior version on which XO is currently depending for processing of orders.*
BST position:	*No.*

47. When a new industry standard for Bell's OSS interface is issued, BellSouth will "freeze" the most recent prior industry standard version, and discontinue any and all prior versions. For example, if version A was based on the current industry standards, then following the implementation of version B, based on the new industry standards, BellSouth would freeze version A until the implementation of version C. Upon the implementation of version C of the interface based on the newest industry standards, BellSouth will immediately no longer support version A.

48. XO's experience with BellSouth has been to be placed in a queue to test new interface versions for months at a time. Also, BellSouth has "skipped" interface versions in the past, releasing version "C" before any implementation of version "B" has been completed.

49. Although, certainly, BellSouth should be able to discontinue prior interface versions after implementation of new versions, such "implementation" must include the opportunity of CLECs to test and implement the new version. BellSouth should be required to act in good faith in deciding when to discontinue the prior version of its industry standard, machine-to-machine and its human-to-machine electronic interface upon release of a new standard, and should provide that XO has had an opportunity to test and implement the new version before ceasing to support the interface version on which XO currently relies.

ISSUE 11 (Attachment 7, Section 1.9)

ISSUE:	*Should BellSouth be subject to the same credit and deposit requirements as XO when purchasing services.*
XO position:	*Yes. Both parties purchase services from one another. The parties credit and deposit obligations should be reciprocal.*
BST position:	*No. (The rationale for BellSouth's position is unknown)*

50. XO purchases services from BellSouth under the Parties' interconnection agreement. BellSouth purchases services from XO under that same agreement.

51. In Attachment 7, Section 1.8, BellSouth would impose certain credit and deposit requirements on XO for the purchase of services. However, BellSouth refuses to agree to similar credit and deposit policies when it purchases services from XO.

52. Equity demands that the Interconnection Agreement treat credit worthiness and deposit requirements similarly when they involve the purchase of similar services. The language in Attachment 7, Section 1.8 should be reciprocal so as to apply to both parties equally.

ISSUE 12 (Attachment 4, Sections 1.5[3] and 5.1 and Attachment 4 RS, Sections 1.5 and 5.1)

ISSUE: *What type of equipment may XO collocate in the BellSouth premises?*

XO position: *Equipment used and useful for interconnection with BellSouth's network or for access to unbundled network elements.*

BST position: *Equipment necessary for interconnection with BellSouth's network or for access to unbundled network elements.*

53. The parties are currently awaiting a decision to be released by the Federal Communications Commission (FCC) that is expected to address this issue. The parties anticipate that, upon release of the order, mutually acceptable language will be developed to address this issue or language may be omitted. In the event that, subsequent to the FCC's release of its order, the parties are unable to agree on this issue, the parties reserve the right to address this issue in the arbitration.

ISSUE 13 (Attachment 4, Sections 1.4, 5.4.1, and 6.10 and Attachment 4 RS, Section 7.5)

ISSUE: *May XO directly connect with other interconnectors within the BellSouth Premises through co-carrier cross connects?*

[3] In the negotiation process, sections have been renumbered causing some numbers to repeat. The Parties are working to correct these numbering references. However, until the Parties have completed this process, there may be sections references contained in this Petition that are duplicative.

XO position: *Yes.*

BST position: *No.*

54. The parties are currently awaiting a decision to be released by the Federal Communications Commission ("FCC") that is expected to address this issue. The parties anticipate that, upon release of the order, mutually acceptable language will be developed to address this issue or language may be omitted. In the event that, subsequent to the FCC's release of its order, the parties are unable to agree on this issue, the parties reserve the right to address this issue in the arbitration.

ISSUE 14 (Attachment 4, Section 3.1 and Attachment 4 RS, Section 3.2)

ISSUE: *May BellSouth require XO to use a separate entrance to collocation space?*

XO position: *No.*

BST position: *Yes.*

55. The parties are currently awaiting a decision to be released by the Federal Communications Commission (FCC) that is expected to address this issue. The parties anticipate that, upon release of the order, mutually acceptable language will be developed to address this issue or language may be omitted. In the event that, subsequent to the FCC's release of its order, the parties are unable to agree on this issue, the parties reserve the right to address this issue in the arbitration.

REQUEST FOR RELIEF

WHEREFORE, XO respectfully requests that the Commission grant the following relief:

A. That the Commission arbitrate the unresolved issues between XO and BellSouth within nine months of March 10, 2001, the date on which negotiations began.

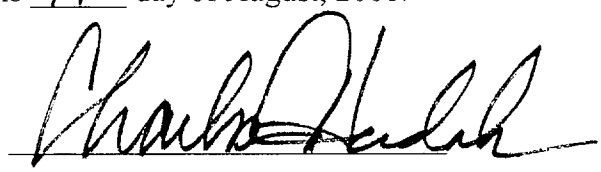
B. That the Commission issue an order directing the parties to submit an agreement reflecting: (i) the agreed upon language in **Exhibit B** and (ii) the resolution of the unresolved issues in accordance with the recommendations made by XO above and in **Exhibit B**.

C. That the Commission retain jurisdiction of this arbitration until the parties have submitted an agreement for approval by the Commission in accordance with section 252(e) of the Act.

D. That the Commission further retain jurisdiction of this arbitration and the parties hereto until BellSouth has complied with all implementation time frames specified in the arbitrated agreement and fully implemented the agreement.

E. That the Commission take such other and further actions as it deems appropriate.

RESPECTFULLY SUBMITTED, this 17th day of August, 2001.



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Attorneys for XO Georgia, Inc.

EXHIBIT "A"

EXHIBIT "B"

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that a copy of **PETITION OF XO COMMUNICATIONS FOR ARBITRATION**, was served on BellSouth Telecommunications, Inc. via hand delivery, as indicated by "*", or by depositing a copy of same in the United States mail, postage prepaid, addressed to:

Bennett Ross, Esq.*
BellSouth Telecommunications, Inc.
125 Perimeter Center West, Suite 376
Atlanta, Georgia 30346

Parkey Jordan, Esq.
BellSouth Telecommunications, Inc.
675 W. Peachtree Street
Atlanta, Georgia 30375

Kristy R. Holley, Director
Consumers' Utility Counsel Division
47 Trinity Avenue, S.W., 4th Floor
Atlanta, GA 30334

This the 17th day of August, 2001.

RONALD V. JACKSON

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August 2, 2001

FILED
AUG 0 2 2001
Clerk's Office
N.C. Utilities Commission

VIA HAND DELIVERY

Ms. Geneva S. Thigpen
Chief Clerk
North Carolina Utilities Commission
430 North Salisbury Street
Raleigh, North Carolina 27601

Re: Docket No. P-55, Sub 1286. Renegotiation of Interconnection Agreement between BellSouth Telecommunications, Inc. and XO North Carolina, Inc.

Dear Ms. Thigpen:

BellSouth Telecommunications, Inc. (BellSouth) and XO Communications, Inc., (XO) hereby respectfully request that the Commission extend by fourteen days the window in which the Parties have to file a Petition for Arbitration of their Interconnection Agreement. As background, BellSouth and XO have been in the process of renegotiating their Interconnection Agreement for four states: North Carolina, Georgia, Florida, and Mississippi. Currently, the window for filing is due to close August 3, 2001. The Parties have continued to negotiate and are close to agreement on numerous issues. However, the Parties agree that an additional fourteen days would allow the Parties time to attempt to resolve several potential arbitration issues.

BellSouth and XO have mutually agreed that these negotiations will be deemed to have begun in all four states on March 10, 2001. As such, the new window for filing Petitions for Arbitration would have opened July 23, 2001 and will close **August 17, 2001.**

As the Parties indicated in a May 11, 2001 letter to the Commission, the present negotiations do not address the rates, terms, and conditions for Rights-of-Way, Conduits, and Pole Attachments (Attachment 9 of the Parties' current agreement). Since May 1, 2001, BellSouth and XO have been negotiating these topics as a stand-alone agreement, separate from the current interconnection negotiations. If it is necessary to request arbitration of an agreement governing access to Rights-of-Way, Conduits, and Pole Attachments, such Petition for Arbitration shall be filed between 135 and 160 days from that date.

BellSouth has reviewed this letter, and concurs in the submission of it to the Commission. As such, we respectfully request that the Commission find that negotiations commenced March 10, 2001, thereby giving the Parties until **August 17, 2001** to file a Petition for Arbitration of their Interconnection Agreement. Please let me know if I can provide any further information.

Respectfully submitted, this the 2nd day of August, 2001.

PARKER POE ADAMS & BERNSTEIN, L.L.P.

By: _____

John A. Doyle, Jr.
150 Fayetteville Street Mall
Suite 1400
Post Office Box 389
Raleigh, North Carolina 27602-0389
Telephone: (919) 828-0564
Facsimile: (919) 834-4564

Attorneys for XO North Carolina, Inc.

cc: Dana Shaffer, Esq.
Ms. Julia Hand
Ms. Parkey Jordan

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and XO (State), Inc. a Washington corporation, and shall be deemed effective as of the date of the last signature of both Parties ("Effective Date"). This Agreement may refer to either BellSouth or XO or both as a "Party" or "Parties."

W I T N E S S E T H

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

WHEREAS, XO is a CLEC authorized to provide telecommunications services in the state of _____; and

WHEREAS, XO wishes to resell BellSouth's telecommunications services and purchase network elements and other services, and 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 XO 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 state 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 is as defined by the FCC in the Code of Federal Regulations.

Telecommunications Service is as defined by the FCC in the Code of Federal Regulations.

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. Term of the Agreement

2.1 The term of this Agreement shall be two years, beginning on the Effective Date and shall apply to the state of _____.

2.2 The Parties agree that by no earlier than two hundred seventy (270) days and 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.

2.2 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.

2.3.1 Notwithstanding anything to the contrary in any prior agreement between the Parties, except as expressly set forth in Section 5 of Attachment 3 of this Agreement, the terms of this Agreement shall commence as of the Effective Date and shall not be applied retroactively prior to the Effective Date.

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 this Section, and (2) XO 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.

3. Operational Support Systems

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

4. Parity

BellSouth shall provide XO with interconnection, Services for resale, and access to unbundled Network Elements at parity as defined by the FCC in the Code of Federal Regulations.

5. Directory Listings

5.1 BellSouth shall provide XO and XO customers access to White Pages and Yellow Pages directory listings and directories in accordance with applicable BellSouth tariff(s) and at parity to the access BellSouth provides itself, its affiliates, end users, and other telecommunications carriers, and consistent with the following terms:

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

5.2.1 Rates. So long as XO provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to XO subscriber listing information in the White Pages in accordance with applicable law and, at a minimum, in the same manner and at the same rates, if any, terms and conditions as BellSouth provides listings to it own end users.

5.3 Procedures for submitting XO Subscriber Information are found in The BellSouth Business Rules for Local Ordering.

5.3.1 Notwithstanding any provision(s) to the contrary, XO shall provide to BellSouth, and BellSouth shall accept, XO's Subscriber Listing Information (SLI) relating to XO's customers in the geographic area(s) covered by this Interconnection Agreement. XO authorizes BellSouth to release all such XO SLI provided to BellSouth by XO 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 XO 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. Where such tariff modifications are necessary, BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved such tariff modifications.

5.3.2 No compensation shall be paid to XO for BellSouth's receipt of XO SLI, or for the subsequent release to third parties of such SLI. In addition, XO agrees that to the extent BellSouth incurs costs, on an ongoing basis to administer the release of XO SLI, XO shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. Before BellSouth incurs any costs under this Section, it shall inform XO as of its good faith estimate of XO's share of such costs, and XO shall have the option of agreeing in writing to the costs, or discontinuing BellSouth's release of XO's SLI.

5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by XO under this Agreement. XO shall indemnify, hold harmless and defend BellSouth and its agents 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 XO listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to XO any complaints received by BellSouth relating to the accuracy or quality of XO 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. XO will be required to provide to BellSouth the names, addresses and telephone numbers of all XO subscribers that wish to be omitted from directories.

5.5 Inclusion of XO Customers in Directory Assistance Database. BellSouth shall include and maintain XO subscriber listings in BellSouth's directory assistance databases at no charge other than applicable service order charges which may be applied pursuant to BellSouth's tariffs, and XO shall provide such Directory Assistance listings to BellSouth at no recurring charge. BellSouth shall update XO subscriber listings with the same timeliness BellSouth updates its own subscriber listings.

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

5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at the same rates and in the same manner BellSouth offers such listings to its own end users, as set forth in the General Subscriber Services Tariff.

5.8 Delivery. BellSouth or its agent shall deliver White Pages and Yellow Pages directories to XO subscribers at no charge and in the same manner and with the same timeliness BellSouth delivers directories to BellSouth subscribers.

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

6.1 BellSouth shall, upon request of XO, provide to XO access to its network elements at any technically feasible point for the provision of XO's telecommunications service as required by the Act. Any request by XO 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 (BFR/NBR), and shall be submitted to BellSouth pursuant to the BFR/NBR process. If, however, BellSouth provides an unbundled Network Element not available under this Agreement to itself, BellSouth customers or affiliates, or any other telecommunications carrier, whether through the Bona Fide Request Process, an agreement, or pursuant to a regulatory proceeding, the Parties, upon XO's request, shall amend this Agreement to include that Network Element at the same rates, terms and conditions pursuant to which it is provided to BellSouth, its affiliates, customers or other telecommunications carriers.

6.2 XO shall submit any BFR/NBR in writing to XO'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.

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 XO, 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 XO 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 XO end users for the same length of time it maintains such information for its own end users.

7.2 Subpoenas Directed to XO. Where BellSouth is providing to XO telecommunications services for resale or providing to XO the local switching function, then XO agrees that in those cases where XO receives subpoenas or court ordered

requests regarding targeted telephone numbers belonging to XO end users, and where XO does not have the requested information, XO 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 subpoena or court ordered request for information involving the other Party's end user, and the Party does not possess such information, 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 Liability. In the event that either party 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 that party under this Agreement.

8.2 Liability for Acts or Omissions of Third Parties. Neither party shall be liable to the other for any act or omission of another telecommunications company providing services to such other party.

8.3 Limitation of Liability

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

8.3.2 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 XO shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a

service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

8.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

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 OR REQUIRED BY LAW, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

9. Intellectual Property Rights and Indemnification

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

prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any name, service mark or trademark of the other Party. Notwithstanding the foregoing, XO 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 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. In the event a limited termination adversely impacts the services, the party receiving services may

terminate this Agreement without further liability to the party providing services other than payment for services rendered prior to termination.

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 specifications and the implementation thereof result in the infringement alleged; 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 XO, 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 and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, requests for customer service information, call detail records, financial, marketing and staffing plans and information, strategic information, maps, prices, costs, costing methodologies, business systems, software programs and like information, (hereinafter collectively referred to as "Information").

10.1 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with the provision of services or performance of duties under this Agreement. No employee of Recipient with end user marketing or sales responsibility shall have access to or notification of receipt of such Information, nor will copies be made of such Information except for the Recipient's internal use as necessary to comply with or implement the terms of this Agreement.

10.2 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
(a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than

Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

10.3 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise provided herein or as agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing Information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

10.4 Except as otherwise provided herein, recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

10.5 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.

10.6 Survival of Confidentiality Obligations. The Parties' obligations under this Section 10 with regard to maintaining the confidentiality of Information provided by the other Party shall survive and continue in effect until the latter of three (3) years after the expiration or termination date of this Agreement or three (3) years after the expiration or termination date of any subsequent interconnection agreement that by its terms expressly supercedes this Agreement. Thereafter, the Parties obligations hereunder shall 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 XO, 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

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.

13. Taxes

13.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding all property and ad valorem taxes or surcharges and 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; provided, however, that the purchasing Party shall not be liable for taxes and fees that the providing Party inadvertently failed to bill solely as a result of a billing error.

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 therefore, 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 undertaken at the request of 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; provided, however, that the purchasing Party shall not be liable for taxes and fees that the providing Party inadvertently failed to bill solely as a result of a billing error. Liability for penalties shall be governed by Section 13.4.5.

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

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 plus interest. The providing Party shall be responsible for any penalties assessed thereon, unless the purchasing Party had requested that the providing Party not charge tax on the transactions, in which case the purchasing Party shall be liable for such penalties.

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 undertaken at the request of the purchasing party.

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

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

14. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon

giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease. Provided, further, that BellSouth shall not, in the case of such non-performance, be excused from its obligation to ensure parity of service to XO with the service BellSouth provides its own affilitates, subsidiaries, and/or end users.

15. Adoption of Agreements

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to XO any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to 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; provided, however, that in the event BellSouth, pursuant to an amendment filed with the Commission, extends the term of the agreement from which XO adopts any such provisions, the term of the adopted agreement or provisions shall expire on the expiration date, as extended pursuant to such amendment, of the agreement which was adopted.

16. Modification of Agreement

16.1 If XO 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 XO 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 regulatory, legislative, judicial, or other legal action materially affects any material terms of this Agreement, or the ability of XO or BellSouth to perform any material terms of this Agreement, XO 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. In the event that any legal action described in Section 16.3 of this Agreement occurs near to or after the expiration date of this Agreement, or in the event this Agreement does not contain rates, terms and/or conditions for any unbundled network element that BellSouth generally makes available, then upon request of either Party, the Parties shall negotiate a separate agreement to implement any such changes in law, or to make available to XO such unbundled network elements.

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 [insert applicable state], without regard to its conflict of laws principles.

21. Arm's Length Negotiations

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

22. Notices

22.1 With respect to legal notices, every such 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

XO (State), Inc.

Dana Shaffer
XO Tennessee, Inc.
105 Molloy Street
Suite 300
Nashville, TN 37201
Telephone: (615) – 777-7700
Fax: (615) 345-1564

Alaine Miller
XO Communications, Inc.
1633 Westlake Avenue North
Suite 200
Seattle, WA 98109-6124
Telephone: (206) 315-6358
Fax: (206) 315-6400

Joan Roehl
Regulatory Analyst
XO Tennessee, Inc.
105 Molloy Street
Nashville, TN 37201
Telephone: (615) 533-8737
Fax: (615) 345-1564

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

22.2 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.

22.3 Notwithstanding the foregoing, BellSouth may provide XO notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will also post 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. BellSouth shall provide XO with thirty (30) days' notice of all tariff changes and changes to BellSouth's business rules affecting ordering, provisioning, and maintenance (or such other notice as may be otherwise required by applicable law). Notices provided pursuant to this Section 22.3 will not have the effect of modifying any provision of this Agreement.

23. Rule of Construction

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

24. 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.

25. 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.

26. Implementation of Agreement

If XO 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.

27. Filing of Agreement

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

28. Compliance with Applicable Law

Each Party shall be responsible for its compliance with all laws applicable to this

Agreement.

29. 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.

30. 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.

31. 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 XO as a requesting carrier under the Act).

32. 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.

33. 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. Except as otherwise provided in this Agreement, including the Attachments hereto, as of the effective date, any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement; provided, however, that to the extent nonrecurring charges for any services ordered under prior agreements have already been paid, no additional nonrecurring charges for those same existing services shall be due. Except as required by law, neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly

stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

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

BellSouth Telecommunications, Inc.	**XO (State), Inc.**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Attachment 1

Resale

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RESALE

1. Discount Rates

The discount rates applied to XO purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit A. Such discounts have been determined by the applicable Commission to 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 Commission 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 Service.

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 XO, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

3.1 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. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to XO for resale

those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customer who are not telecommunications carriers. Such services shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement.

3.2 XO 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:

3.2.1 XO must resell services to other End Users.

3.2.2 XO 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.

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

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

3.4 XO 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. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.

3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of XO. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of XO. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.5.1 When a subscriber of XO or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in BellSouth Product and Services Interval Guide.

3.5.2 BellSouth and XO will refrain from contacting subscribers who have placed or whose selected carrier has placed on their behalf an order to change his/her service provider from BellSouth or XO to the other Party until such time that the order for service has been completed.

3.6 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.

3.7 Where BellSouth is providing local switching, XO may utilize BellSouth's telephone numbers. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations.

3.8 XO acknowledges that there may be instances where there are shortages of telephone numbers in a particular Common Language Location Identifier Code (CLLIC). In such instances, XO shall return unassigned numbers to BellSouth upon request. BellSouth shall only make such requests on a non-discriminatory basis.

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

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

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

3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to XO's End Users, pursuant to Section 7 of the General Terms and Conditions.

3.13 If XO or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, XO 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.

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

3.15 White page directory listings for XO End Users will be provided in accordance with Section 5 of the General Terms and Conditions.

3.16 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, customer record information. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface. Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG, including customer telephone number, listed name and service address, Directory listing information, directory delivery information, services billed, and listing information. In addition, XO shall provide to BellSouth access to customer record information including electronic access where XO has made such access generally available. Otherwise, XO shall use best efforts to provide paper copies of customer record information within the same intervals as those within which BellSouth provides paper copies to XO. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agree that XO 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.

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

3.18 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
- Call Forward Busy Line ("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.

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

3.20 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.21 In the event XO acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to XO that Special Assembly at the wholesale discount at XO's option. XO shall be responsible for

all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.

3.22 BellSouth shall provide 911/E911 for XO customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate XO 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 XO customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.

3.23 BellSouth shall bill, and XO shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.

3.24 Pursuant to 47 CFR Section 51.617, BellSouth will bill to XO, and XO shall pay, End User common line charges identical to the End User common line charges BellSouth bills its End Users.

BELLSOUTH PROPOSED LANGUAGE

3.25 If XO cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of that order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.

XO PROPOSED LANGUAGE

3.25 **Cancellation Charges.** If XO cancels, or causes to be cancelled or rescheduled, an order for network elements or other services, reasonable costs incurred by BellSouth in conjunction with the provisioning of that order may be recovered in accordance with the appropriate tariff governing such service. Notwithstanding the foregoing, if XO places an LSR based on BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements or services ordered in accordance with the transmission characteristics of the network elements or services ordered, cancellation charges described in this Section shall not apply. Where XO places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, XO may cancel its order for all related network elements or services without incurring cancellation charges as described in this Section. Notwithstanding the foregoing, XO shall not be assessed cancellation charges for cancellation of the order is due in whole or in part to inappropriate action or inaction of BellSouth.

4. BellSouth's Provision of Services to XO

4.1 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 Resale of telecommunications services to Hotel/Motel and Hospital End Users will be as set forth in Section A11 of BellSouth's General Subscriber Services Tariffs. Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) 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 XO to establish authenticity of use. Such audit shall not occur more than once in a calendar year. XO 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. Any information provided by XO for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

4.2 Subject to Exhibit B hereto, 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 XO may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

5. Maintenance of Services

5.1 XO will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding regarding maintenance of service. The BellSouth Operational Understanding can be accessed via the internet @ http://www.interconnection.bellsouth.com.

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 XO or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.

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

5.5 XO will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.6 For all repair requests, XO shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

5.7 BellSouth will bill XO 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.

5.8 BellSouth reserves the right to contact XO'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, XO will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for XO'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, as described in Section 6.6 below, 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 XO shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that XO will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for XO's End User customer. XO must, however, be able to demonstrate End User authorization upon request.

6.4 BellSouth will accept a request directly from the End User for conversion of the End User's service from XO to BellSouth or will accept a request from another CLEC for conversion of the End User's service from XO to such other CLEC. Upon completion of the conversion BellSouth will notify XO that such conversion has been completed.

6.5 If BellSouth is informed that an unauthorized change in local service to XO has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess XO as the CLEC initiating the alleged unauthorized change, the appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff. In accordance with FCC Slamming Liability Rules, the relevant governmental agency will determine if an unauthorized change

has occurred. Resolution of all relevant issues shall be handled directly with the authorized CLEC and XO.BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

6.5.1 Such security deposit shall take the form of cash for cash equivalent, 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.

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

6.5.3 Such security deposit shall be no more than two months' estimated billing.

6.5.4 The fact that a security deposit has been made in no way relieves XO 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.

6.5.5 BellSouth reserves the right to increase the security deposit requirements when, in its reasonable judgment, changes in XO's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

6.5.6 In the event service to XO is terminated due to XO's default on its account, any security deposits held will be applied to XO's account.

6.5.7 Interest on a cash or cash equivalent 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 XO. XO 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 XO on a current basis all applicable charges and credits.

7.3 Payment of all charges will be the responsibility of XO. XO shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not

received by XO from XO's End User. BellSouth will not become involved in billing disputes that may arise between XO 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 XO's accounts.

7.5 BellSouth will bill XO in advance 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 XO, and XO will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line 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 charge, as set forth in section 7.8 following, shall apply.

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

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 XO, the total amount billed to XO will not include any taxes due from the End User to reflect the tax exempt certification and local tax laws. XO will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to XO'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 charge shall be due to BellSouth. The late payment charge 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 or Section B2 of the Private Line Service Tariff, as applicable. XO 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.

7.10 BellSouth will not perform billing and collection services for XO 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 XO and XO's End User customers relating to resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, XO shall contact the designated

Service Center for resolution. BellSouth will assist in the resolution of the dispute and will work with XO to resolve the matter in as timely a manner as possible. XO 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 BellSouth will deny service to XO's End User on behalf of, and at the request of, XO. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of XO.

8.1.2 At the request of XO, BellSouth will disconnect a XO End User customer.

8.1.3 All requests by XO for denial or disconnection of an End User for nonpayment must be in writing.

8.1.4 XO 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 XO when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by XO and/or the End User against any claim, loss or damage arising from providing this information to XO. It is the responsibility of XO 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 in accordance with applicable tariff provisions and applicable law.)

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. BellSouth shall notify XO, after the disconnect has been processed via the Loss Notification Report accessible via the Internet.

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

8.2.1 BellSouth reserves the right to suspend or terminate service 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 XO of the rules and regulations of BellSouth's Tariffs.

8.2.2 BellSouth reserves the right to suspend or terminate service for nonpayment. 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 XO, 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, provide written notice to the person designated by XO to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to XO, if payment is not received by the thirtieth day following the date of the notice.

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 XO's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to XO without further notice.

8.2.5 Upon discontinuance of service on a XO's account, service to XO's End Users will be denied. BellSouth will also reestablish service at the request of the End User or XO upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. XO 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 XO's Account Manager stating a requested activation date.

10. RAO Hosting

10.1 RAO Hosting is not required for resale in the BellSouth region.

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 D. Rates for ODUF are as set forth in Exhibit F of this Attachment.

11.2 BellSouth will provide ODUF service upon written request to its Account Manager stating a 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 E. Rates for EODUF are as set forth in Exhibit F of this Attachment.

12.2 BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by XO for the purposes of resale to XO End Users shall be available at the following discount off of the retail rate. If XO 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 XO provides its own operator services and directory services, the discount shall be 21.56%. XO 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 XO 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 XO 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

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

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

Threshold Billing Plan

XO 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 CLEC's future manual LSRs for the following quarter 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	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
3	Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Non-RecurCharges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11	End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13	Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

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.

LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

I. SCOPE

A. All of the negotiated rates, terms and conditions set forth in this Agreement pertain to the provision of LIDB for XO's resale and UNE-P customers. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of XO and pursuant to which BellSouth, its LIDB customers and XO shall have access to such information. XO 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 XO, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection/Resale Agreement upon notice to XO's account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum is hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening

2. Calling Card Validation

3. Fraud Control

~~B~~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 XO of fraud alerts so that XO may take action it deems appropriate. XO understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by XO pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to XO 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.

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

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

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

II. FEES FOR SERVICE AND TAXES

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

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

III. MISCELLANEOUS

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

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

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

RESALE ADDENDUM

TO LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

I. GENERAL

This Addendum sets forth the terms and conditions for XO'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 XO, 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 XO.

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 XO.

III. RESPONSIBILITIES OF PARTIES

A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. XO 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 XO. BellSouth will not issue line-based calling cards in the name of XO's individual End Users. In the event that XO wants to include calling card numbers assigned by XO 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 XO has identified the billing number as one which should not be billed for collect or third number calls, or both.

Optional Daily Usage File

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

2. XO 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 XO customer.

   Charges for delivery of the Optional Daily Usage File will appear on XO's monthly bills. The charges are as set forth in Exhibit F 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 XO's billing system will be the responsibility of XO. If, however, XO should encounter significant volumes of errored messages that prevent processing by XO 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 XO:

- 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 and 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 XO.

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

6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to XO 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 XO for the purpose of data transmission. Where a dedicated line is required, XO will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. XO 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 XO.

Additionally, all message toll charges associated with the use of the dial circuit by XO will be the responsibility of XO. 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 XO end for the purpose of data transmission will be the responsibility of XO.

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 XO which BellSouth RAO is sending the message. BellSouth and XO will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by XO and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

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

6.5 Control Data

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

6.6 Testing

6.6.1 Upon request from XO, BellSouth shall send test files to XO 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 XO set up a production (LIVE) file. The live test may consist of XO's employees making test calls for the types of services XO requests on the Optional Daily Usage File. These test calls are logged by XO, 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 XO, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to XO 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. XO 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 XO's monthly bills. The charges are as set forth in Exhibit F 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 XO will be the responsibility of XO. If, however, XO should encounter significant volumes of errored messages that prevent processing by XO within its systems, BellSouth will work with XO 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 XO:

Customer usage data for flat rated local call originating from XO'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 XO.

7.1.3 In the event that XO detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, XO will drop the duplicate message (XO 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 XO over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among XO'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 XO for the purpose of data transmission. Where a dedicated line is required, XO will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. XO 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 XO. Additionally, all message toll charges associated with the use of the dial circuit by XO will be the responsibility of XO. 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 XO's end for the purpose of data transmission will be the responsibility of XO.

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 XO which BellSouth RAO is sending the message. BellSouth and XO will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by XO and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

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 XO pursuant to 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 prices for each unbundled network element and combination of unbundled Network Elements are set forth in Exhibit C of this Attachment. It is the intention of the Parties that, unless otherwise agreed where, as of the Effective Date of this Agreement, the Commission has approved a rate for any element(s) or service(s) contained in this Attachment, such rate shall be included in Exhibit C. Except as otherwise explicitly agreed by the Parties, to the extent Exhibit C does not reflect the existing Commission approved rate for any element or service contained in Exhibit C, the parties shall work cooperatively to amend this Agreement to incorporate such ordered rate(s) for these elements or services.

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. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."

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

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

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

1.4.1 XO may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner XO 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 XO for combining to the designated XO collocation space. The network elements shall be provided as set forth in this Attachment.

In addition to the Unbundled Network Element combinations described in Section 5 of this Attachment, BellSouth will provide the following combined network components for purchase by XO. The rate of the following combined network components is the sum of the individual network element or component prices as set forth in this Attachment. Order Coordination, as defined in Section 2 of Attachment 2 of this Agreement, is available for all such combinations, either standard or at additional charge as set forth in Section 2.1.5. Available combinations of network components include, but are not limited to:

- SL2 Loop and cross connect
- SL1 Loop and cross connect
- Port and cross connect
- Port and cross connect and common (shared) transport
- Port and vertical features
- SL2 Loop with Loop concentration
- Port and common (shared) transport
- SL2 Loop and LNP
- SL1 Loop and LNP

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

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 XO will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding regarding maintenance of service, which may be accessed via the Internet at http://www.interconnection.bellsouth.com.1.8 Standards for Network Elements

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

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

1.9 **Rates**

As set forth in Section 1.1, the prices that XO shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If XO purchases a service(s) from a tariff, terms, conditions and rates applicable to such service(s) as set forth in such tariff shall apply.

BELLSOUTH PROPOSED LANGUAGE

1.9.1 **Cancellation Charges.** If XO 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. Notwithstanding the foregoing, if XO places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements or services ordered in accordance with the transmission characteristics of the network elements or services ordered, cancellation charges described in this Section shall not apply. Where XO places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, XO may cancel its order as to those network elements or services without incurring cancellation charges as described in this Section. In such instance, should XO elect to cancel the entire LSR, cancellation charges as described in this Section shall apply as to those elements and services that were not the subject of inaccurate loop makeup information.

XO PROPOSED LANGUAGE

1.9.1 **Cancellation Charges.** If a party cancels, or causes to be cancelled or rescheduled, an order for network elements or other services, reasonable costs

incurred by the other party in conjunction with the provisioning of that order may be recovered in accordance with the appropriate tariff governing such service. Notwithstanding the foregoing, if XO places an LSR based on BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements or services ordered in accordance with the transmission characteristics of the network elements or services ordered, cancellation charges described in this Section shall not apply. Where XO places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, XO may cancel its order for all related network elements or services without incurring cancellation charges as described in this Section. Notwithstanding the foregoing, XO shall not be assessed cancellation charges for cancellation of the order is due in whole or in part to inappropriate action or inaction of BellSouth.

BELLSOUTH PROPOSED LANGUAGE

1.9.2 **Expedite Charges.** For expedited requests by XO, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Products and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.

XO PROPOSED LANGUAGE

1.9.2

Expedite Charges For expedited requests by XO, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Products and Services Interval Guide, except for expedite requests made necessary by inappropriate action or inaction of BellSouth. Except in those circumstances, the charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.

1.10 **Operational Support Systems (OSS)**

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

2. Unbundled Loops, 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, NIDs, ULC systems, sub-loops, and dark fiber.

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 any inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning. The local loop includes, but is not limited to, DS0, DS1, DS3, fiber, and other high capacity loops. All loops will be provisioned with a Network Interface Device (NID).

2.1.3 The provisioning of service to a CLEC's collocation space will require cross-office cabling and cross-connections to connect the loop to a local switch or to other transmission equipment. These cross-connects are separate components 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" (OC) and "Order Coordination - Time Specific" (OC-TS).

2.1.5 "Order Coordination" refers to standard BellSouth service order coordination involving the reuse of facilities for SL2 voice loops and all digital loops, where XO is requesting that their loop order be provisioned over an existing circuit that is currently providing service to the end user. The OC feature will allow XO 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. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and XO will be advised. OC will be provided as a standard item on SL2 voice grade loops and all Unbundled Digital Loops (UDLs). OC will be provided as a chargeable option on SL1 voice grade loops, and all Unbundled Copper Loops. Loops on a single service order of 15 or more loops will be provisioned on a project basis.

2.1.6 "Order Coordination – Time Specific" refers to service order coordination in which XO requests a specific time for a service order conversion to take place. BellSouth will make every effort to accommodate XO's specific conversion time request. However, BellSouth reserves the right to negotiate with XO a conversion time based on load and appointment control when necessary. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. XO may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If XO 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, consistent with the provisions of Attachment 6. If BellSouth fails to meet the designated conversion time, BellSouth shall not charge XO OC-TS charges. The OC-TS charges for an order due on the same day as the same locations, will be applied on a per Local Service Request (LSR) basis.

[Subject to revision based upon textual changes]

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

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

2.1.7 Where facilities are available, BellSouth will install loops in compliance with BellSouth's Interval Guide available at the website at http://www.interconnection.bellsouth.com. For orders of 15 or more loops, the installation will be handled on a project basis and the intervals will be negotiated with 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.

2.1.8 If XO modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by XO in accordance with FCC No. 1 Tariff.

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 are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 loops when reuse of existing facilities has been requested by XO. XO may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers.

2.1.11 SL2 loops may be 2-wire or 4-wire circuits, shall have remote access test points, will be designed with a design layout record provided to XO. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops.

2.1.12 BellSouth will also offer Unbundled Digital Loops (UDL). UDL will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a Design Layout Record (DLR).

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

Instead, BellSouth agrees to offer the Universal Digital Channel (UDC), which may also be referred to as an IDSL-capable loop as a part of its Unbundled Digital Loop offerings. The UDC loop is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as

BellSouth's ISDN-capable·loop. These specifications are listed in BellSouth's TR73600.

Like the ISDN-capable loop, the UDC loop may be provisioned on copper or through a DLC system. However, when UDC loops are provisioned 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.

2.1.13 As a chargeable option on all loops except Universal Digital Channel (UDC) and all Unbundled Copper Loops(UCL), BellSouth will offer OC-TS. This will allow XO 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 In addition to the UVLs and UDLs, BellSouth shall make available Unbundled Copper Loops (UCLs). 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) and is not intended to support any particular telecommunications service. The UCL will be offered in two versions - Short and Long.

2.1.15 BellSouth will make available the following Unbundled Copper Loop-Designed UCL-Ds:

2.1.16 2-Wire UCL-D/short

2.1.17 2-Wire UCL-D/long

2.1.18 4-Wire UCL-D/short

2.1.19 4-Wire UCL-D/long

2.1.12 A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters, may have up to 6kft of bridged tap and will have up to 1300 ohms of resistance. The long UCL (beyond 18kft) will be any dry copper pair longer than 18kft and may have up to 12kft of bridged tap and up to 2800 ohms of resistance. Unbundled Loop Modifications (ULM) may be used when a CLEC wants to condition copper loops by removing load coils and other intervening equipment. In almost every case, the UCL long will require ULM to remove load coils. BellSouth will only ensure electrical continuity and balance relative to tip and ring on UCLs.

2.1.15 The UCL is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC will be offered as a chargeable option on all UCL loops. OC is

required on UCLs where a reuse of existing facilities has been requested by XO. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.

2.1.16 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. XO may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of XO's choosing. XO will determine the type of service that will be provided over the loop. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.

2.1.17 Unbundled Copper Loop – Non-Designed (UCL-ND)

2.1.17.1 The UCL–ND will be provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines ("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a design layout record or a test point.

2.1.17.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, XO can request Loop Make Up for which additional charges would apply.

2.1.17.3 At an additional charge, BellSouth also will make available Loop Testing so that XO may request further testing on the UCL-ND

2.1.17.4 UCL-ND loops are not intended to support any particular service and may be utilized by the CLEC to provide a wide-range of telecommunications services so long as those services do not adversely affect BST's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.1.17.5 Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BST facilities. Order Coordination -Time Specific (OC-TS) does not apply to this product.

2.1.17.6 The CLEC may use BST's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any loop within the BST network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.

2.1.18 The UCL loop shall be provided to XO in accordance with provisions set forth above and BellSouth's Technical Reference 73600.

2.1.19 After the loop has been delivered as described in Section 2.1.18, XO will be responsible for testing and isolating troubles on the loops. Once XO has isolated a trouble to the BellSouth provided loop, XO 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.

2.1.20 If XO reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge XO for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

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

2.1.22 Technical Requirements

2.1.22.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). If a requested loop type is not available, XO can request that such loop be made available through the Loop Modification Process. XO may request any existing available facility be modified to the extent technically feasible. If the loop type requested cannot be made available through the Loop Modification process, then the CLEC can use the Special Construction process to determine additional costs required to provide the loop type ordered. BellSouth shall not impose Special Construction charges on XO in circumstances where BellSouth would not impose such charges on its own retail customer to provision equivalent facilities to provide retail services at the same location.

2.1.22.2 Upon BellSouth's request, XO will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop

and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

2.1.22.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.2 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services.

2.1.22.4 XO may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if XO orders an ISDN capable loop, but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by XO using the Unbundled Loop Modification Process), BellSouth will only support that the loop has copper continuity and balanced tip and ring.

2.1.22.5 In some instances, XO will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that XO can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. XO will determine the type of service that will be provided over the loop. In some cases, XO may be required to pay additional charges for the removal of certain types of equipment as set forth in Section 2.2.

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

2.1.22.7 The loop shall be provided to XO in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.1.23 XO and BellSouth will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding Agreement regarding maintenance and installation of service.

2.1.23.1 For purposes of this Agreement, "Normal Cooperative Testing" shall refer to testing that is performed by BellSouth in conjunction with XO to cooperatively determine that BellSouth has adequately resolved XO's trouble tickets upon XO trouble closure. "Normal Acceptance Testing" shall refer to testing that is performed by BellSouth in conjunction with XO to determine whether a loop ordered by XO is in working order prior to XO's acceptance of that loop. Except as set forth in Section 2.1.23.3 below, Normal Cooperative Testing and Normal Acceptance Testing are available at no additional charge for designed loops where BellSouth determines that a dispatch is required for provisioning per the terms of

this Attachment. XO may request Normal Cooperative Testing and/or Normal Acceptance Testing for non-designed loops and/or for designed loops where a dispatch is not required for provisioning or verification of trouble resolution. For such request, XO will be charged for and will pay for additional testing or dispatching as outlined in FCC No. 1 for designed services or on a time and material basis from the applicable retail tariff for non-designed services. BellSouth and XO will mutually agree on a scheduled date and time for this additional testing and/or dispatching to occur.

2.1.23.2 Notwithstanding Section 2.1.23, for service maintenance trouble tickets opened by XO where BellSouth determines that the trouble is located in the BellSouth network and requires a dispatch to a BellSouth work group for resolution, BellSouth shall provide Normal Cooperative Testing at the Minimum Point of Entry or Demarcation Point of the loop, as appropriate, or at the Central Office horizontal and vertical Main Distributing Frame (MDF) points. Once the trouble is isolated and resolved, BellSouth will call XO's toll free or local Tech Line to perform Normal Cooperative Testing with XO's technician. The BellSouth technician will provide and/or perform generally accepted maintenance and troubleshooting measures which support the loop characteristics for the particular loop as outlined in TR73600 including:

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

2.1.23.3 Normal Cooperative Testing for designed loops, where a BellSouth dispatch is required, is available at no additional charge only where the testing, as outlined above, does not exceed 15 minutes or such other time period as the parties mutually agree. Additional charges as outlined in FCC No. 1 will be billed to XO for such testing that exceeds 15 minutes.

2.1.23.4 BellSouth shall provide Normal Acceptance Testing prior to turning over a loop to XO per the conditions of this Attachment. BellSouth will contact XO's Toll Free Tech Line to perform Normal Acceptance Testing with a XO's technician, including:

- Placing a short on the tip and ring conductors;
- Listening for tone;
- Providing ground on tip and ring.

2.1.23.5 Once contacted by BellSouth, if XO is not available to perform Normal

Acceptance Testing within 15 minutes of the time of loop turn up by BellSouth, then upon XO's request and agreement by BellSouth, BellSouth's technician will standby. XO would then be required to pay standby charges as set forth in FCC No. 1.

BELLSOUTH PROPOSED LANGUAGE

2.1.23.6 If BellSouth is unable to contact an XO employee to perform Normal 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 within 15 minutes or repeated busy conditions exceeding 15 minutes) BellSouth will test the loop to ensure the loop is provisioned according to the requirements of TR73600 for the type of loop requested by XO and will close the trouble report. BellSouth will have no further obligation to perform Normal Acceptance Testing of the provisioned loop.

XO PROPOSED LANGUAGE

2.1.23.6 If BellSouth is unable to contact an XO employee to perform Normal Acceptance Testing at the time of loop turn up (placed on hold for more than 15 minutes, no answer within 15 minutes, reaches voice mail or other recording with no call back within 10 minutes, or repeated busy conditions exceeding 15 minutes), BellSouth will test the loop to ensure the loop is provisioned according to requirements of TR73600 for the type of loop requested by XO and will close the trouble report. BellSouth will have no further obligation to perform Normal Acceptance Testing of the provisioned loop.

2.1.23.7 If the Acceptance Test fails loop test parameters, as defined by TR73600 for the loop being provisioned, the BellSouth technician will take any or all reasonable steps to resolve the problem immediately, if possible, with XO 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 XO representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, BellSouth will re-contact the XO representative to repeat the Normal Acceptance Test. If a discrepancy occurs between BellSouth's testing of the loop and XO's testing of the loop, and the discrepancy is not resolved by either Party's technicians, XO may escalate to a designated BellSouth Manager. BellSouth will work cooperatively with XO to resolve such discrepancy.

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

2.1.23.9 In all cases BellSouth technicians will be equipped to test both copper loops and fiber BRI/DLC loops to ensure the loops perform to the standards outlined in TR73600.

2.2.12.2 **Unbundled Loop Modifications (Line Conditioning)** Subject to applicable and effective Commission and FCC rules and orders, BellSouth shall condition loops, as requested by XO, whether or not BellSouth offers advanced services to the End User on that loop.

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

2.2.3 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of equipment on loops equal to or less than 18kft; 2) removal of equipment of loops longer than 18kft; and 3) removal of bridged-taps on loops of any length.

2.2.4 XO may request Loop make up information pursuant to section 2.14 below, prior to submitting a service inquiry and/or an LSR for the Loop type that CLEC desires BellSouth to condition.

2.2.4 BellSouth shall charge XO for line conditioning requested by XO in accordance with Exhibit C to this Attachment. Such costs shall be in accordance with applicable State and Federal laws, rules and orders.

2.2.6 Loop Provisioning Involving Integrated Digital Loop Carriers

2.2.6.1 Where XO has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to XO. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to XO (e.g. hairpining).

2.2.6.2 BellSouth will select one of the following arrangements:

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4 If capacity exists, provide "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.2.6.3 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.2.6.4 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. XO will then have the option of paying the one-time SC rates to place the loop.

2.3 **Network Interface Device**

2.3.1 Definition

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

2.4.2 BellSouth shall permit XO to connect XO's loop facilities to the end-user's inside wire 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), XO may access the end user's wire by any of the following means: BellSouth shall allow XO 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 XO 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 the end user's inside wire is present and environmental conditions permit, either Party may remove the inside wire 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 inside wiring through a suitable "punch-out" hole of such NID enclosures; or

2.4.3.4 Request BellSouth to make other rearrangements to the inside wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., XO, 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 unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. The disconnecting party will ensure the safe removal of the loop from the NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally- recognized–testing-laboratory-listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored. If CLEC does not wish to accept these responsibilities, other options exist in which BellSouth installs a NID for the CLEC as a chargeable option.

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 XO 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 XO's NID, consistent with the NID's function at the Effective Date of this Agreement.

2.4.4.3 Where an operational BellSouth NID exists, it is provided in its "as is" condition. XO may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8. XO will not be charged for any work addressing matters of safety or basic functionality. When XO deploys its own local loops with respect to

multiple-line termination devices, XO 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 XO 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 XO at XO'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

The Parties disagree on the appropriate rates, terms, and conditions applicable to XO's use of BellSouth Sub-loop facilities; the Parties also disagree on whether BellSouth may, under any circumstance, use XO's Sub-loop facilities. This Agreement, therefore, does not provide such access by either Party.

If either Party determines that the other is using its Sub-loop facilities, such Party shall provide the other written notice of such allegation of inappropriate use in accordance with the Notice provisions set forth in the General Terms and Conditions of this Agreement. Both Parties shall work cooperatively and in good faith to determine whether such inappropriate use has, in fact, occurred, and if so, the Party using such Sub-loop facilities inappropriately shall cease such use no later than 60 calendar days from receipt of said notice. If such inappropriate use has, in fact, occurred, the Party inappropriately using the facilities agrees to pay the other Party the appropriate rates from BellSouth's Statement of Generally

Acceptable Terms ("SGAT") in that state for the period of such unauthorized use. Additionally, if the Party inappropriately using the facilities does not cease such use within the time frame set forth above, the other Party has the right to disconnect that Party from the Sub-loop facilities.

Should the Parties be unable to reach agreement on the alleged misuse, the party alleged to have used the facilities of the other shall nonetheless be required to discontinue said use within the time frames set forth above. Such Party, however, may also seek resolution from the applicable state Commission, including credit for any Sub-loop charges paid, should the Commission determine that the alleged use was proper.

2.10.1 **Dark Fiber**

2.10.1 Definition

2.10.1.1 Dark Fiber is optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available.

2.10.2 Requirements

2.10.2.1 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 XO.

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

2.10.2.3 XO may test the quality of the Dark Fiber to confirm its usability and performance specifications.

2.10.2.4 BellSouth shall use its best efforts to provide to XO 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 XO ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to one hundred and twenty (120) days after Confirmation, BellSouth shall hold such requested Dark Fiber for XO's use and may not allow any other Party to use such media, including BellSouth. If

a Dark Fiber firm order is not received within the one hundred and twenty day period, the fiber will revert to BellSouth's Dark Fiber inventory.

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

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

2.10.2.7 XO may splice and test Dark Fiber obtained from BellSouth using XO or XO 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.

2.11 **Rates**

As set forth in Section 1.1, the prices that XO shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

2.13 **Operational Support Systems (OSS)**

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

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

2.13.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below. Where BellSouth has an electronic interface in place for the wholesale equivalent of its retail offerings but does not make available to XO an electronic ordering process for such offerings, XO shall place such orders manually and BellSouth shall charge an electronic ordering charge.

OPERATIONAL SUPPORT SYSTEMS	GA, MS, NC,	FL

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

2.13.3 Denial/Restoral OSS Charge

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

2.13.4 Cancellation OSS Charge

2.13.4.1 XO will incur an OSS charge for an accepted LSR, regardless of whether the accepted LSR is later canceled.

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

2.13.5 Network Elements and Other Services Manual Additive

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

2.14 **Preordering Loop Makeup (LMU)**

2.14.1 Description of Service

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

2.14.1.2 BellSouth will provide XO with loop makeup information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devises, feeder/distribution interfaces, bridged taps, load

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

2.14.1.3 BellSouth's LMU information is provided to XO as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.14.1.4 BellSouth offers LMU information for the sole purpose of allowing XO to determine whether, in XO's judgment, BellSouth's loops will support the specific services that XO wishes to provide over those loops. XO 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, XO 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. The LMU data is provided for informational purposes only and does not guarantee XO's ability to provide advanced data services over the ordered loop type.

BELLSOUTH'S PROPOSED LANGUAGE Further, if XO orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network.

XO'S PROPOSED LANGUAGE

If XO orders a specific loop or loops, BellSouth will inventory such loops, upon XO's request, to prevent BellSouth from making unilateral changes in the LMU for such loops without XO's consent.

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

2.14.2 Submitting Loop Makeup Service Inquiries

2.14.2.1 XO 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 XO determines that it needs further loop data information in order to make a determination of loop service capability, XO may initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 2.14.3.

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

2.14.3 LMUSI Types and Associated Charges

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

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

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

2.14.3.3 The reservation holding timeframe is a maximum of four business days from the time that BellSouth's LMU data is returned to XO for the facility queried. During this holding time and prior to XO's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, BellSouth does not guarantee that a reservation will assure XO's ability to order the exact facility reserved. When BellSouth develops the capability to reserve the exact cable and pair facility by mechanized means, BellSouth will make such capability available to XO. Such capability already exists through submission of a Manual LMUSI.

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

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

2.14.4 Ordering of Other UNE Services

2.14.4.1 Whenever XO has reserved a facility through BellSouth's preordering LMU service, should XO seek to place a subsequent UNE LSR on a reserved facility, XO shall provide BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR., XO will be billed the appropriate rate element for the specific type UNE loop ordered by XO as set forth in this Attachment. XO will not be billed any additional Loop Makeup charges for the loop so ordered. Should XO choose to place a UNE LSR having previously submitted a request for *preordering LMU without a reservation*, XO will be billed the appropriate rate element for the specific UNE loop ordered as well as additional Loop Makeup charges as set forth in this Attachment. As set forth in Section 1.1, rates are provided in Exhibit C in this Attachment.

2.14.4.2 Where XO submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to XO the facility reserved as indicated on the return of the LMU. Where XO has the capability to reserve a specific facility as set forth in Section 2.14.3.3 above, such specific facility will be provided. 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 XO. For those occasions when BellSouth cannot assign the specific facility reserved by XO during the LMU pre-ordering transaction, due to incomplete or incorrect information provided by XO during the ordering process, BellSouth will assign to XO, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by XO. If the ordered loop type is not available, XO may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

2.15 **Rates**

As set forth in Section 1.1. the prices that XO shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If XO purchases a service(s) from a tariff, terms, conditions and rates applicable to such service(s) as set forth in such tariff shall apply.

2.16 **Operational Support Systems (OSS)**

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

3. High Frequency Spectrum Network Element

3.1 General

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

3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow XO the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 CFR Section 51.230, including, but not limited to, ADSL, HDSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. If the customer elects to continue to receive voice service from BellSouth, 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. XO shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. XO shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable ANSI Technical Specifications and Standards.

3.1.3 The following loop requirements are necessary for XO to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. BellSouth will provide XO access to the Unbundled Loop Modification (Line Conditioning), in accordance with Section 2.2 of this Agreement. BellSouth is not required to condition a loop for access to the high frequency spectrum if conditioning of that loop significantly degrades BellSouth's voice service. If XO requests that BellSouth condition a loop longer than 18,000-feet and such conditioning significantly degrades the voice services on the loop, XO shall pay for the loop to be restored to its original state. BellSouth will not charge XO for conditioning loops in those states where the Commission orders that BellSouth may not charge. Otherwise, appropriate charges apply.

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

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

3.2 Provisioning of High Frequency Spectrum and Splitter Space

3.2.1 BellSouth will provide XO with access to the High Frequency Spectrum as follows:

3.2.1.1 At XO's election, BellSouth will install splitters within thirty-six (36) calendar days of XO's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the thirty-six (36) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.

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

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

3.2.1.3 If requested by XO, BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide XO access to data ports on the splitter. At least 30 days before making a change in splitter suppliers, BellSouth will provide XO with a carrier notification letter, informing XO of change. XO shall purchase ports on the splitter as set forth more fully below. XO retains, at its option, the right to select, purchase, install, and maintain its own splitter.

3.2.1.4 If BellSouth is requested to install the splitter, it will install the splitter in (i) a common area close to the XO collocation area, if possible; or (ii) in a BellSouth relay rack as close to the XO DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified XO DS0 at such time that a XO end user's service is established.

3.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and XO desires to continue providing xDSL service on such loop, XO shall be required to purchase a full stand-alone loop unbundled network element. In the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and XO desires to continue providing xDSL service on such loop, XO shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element.

To the extent commercially practicable, BellSouth shall give XO notice in a reasonable time prior to disconnect, which notice shall give XO an adequate opportunity to notify BellSouth of its intent to purchase such loop. In those cases in which BellSouth no longer provides voice service to the end user and XO purchases the full stand alone loop, XO may elect the type of loop it will purchase. XO will pay the appropriate recurring and non-recurring rates for such loop as set forth in Exhibit C to this Attachment. In the event XO purchases a voice grade loop, XO acknowledges that such loop may not remain xDSL compatible.

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

3.3 Ordering

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

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

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

3.3.3 BellSouth will provide access to the High Frequency Spectrum within the following intervals: BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than one (1) business day after receipt of a valid, error-free manual LSR. When XO submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in one (1) business day. BellSouth will provide XO with access to the High Frequency Spectrum at the following target intervals:

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

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

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

3.4 Maintenance and Repair

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

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

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

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

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

3.5 **Rates**

As set forth in Section 1.1, the prices that XO shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If XO purchases a service(s) from a tariff, terms, conditions and rates applicable to such service(s) as set forth in such tariff shall apply.

3.6 **Operational Support Systems (OSS)**

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

4. Switching

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

4.1 **Local Switching**

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

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

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

4.1.3.1 Definition

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

4.1.3.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for XO when XO serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL)

throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

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

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

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

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

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

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

4.1.4 Technical Requirements

4.1.4.1 The requirements set forth in this Section apply to Local Switching.

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

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

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

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

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

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

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

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

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

4.1.4.11 Special Services provided by BellSouth will include the following:

4.1.4.11.1 Telephone Service Prioritization;

4.1.4.11.2 Related services for handicapped;

4.1.4.11.3 Soft dial tone where required by law; and

4.1.4.11.4 Any other service required by law.

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

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

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

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

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

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

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

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

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

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

4.1.5.2 Coin phone signaling;

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

4.1.5.4 Two-wire analog interface to PBX;

4.1.5.5 Four-wire analog interface to PBX;

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

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

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

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

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

4.1.6.1 SS7 Signaling Network or Multi-Frequency trunking if requested by XO;

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

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

4.2 **Tandem Switching**

4.2.1 Definition

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

4.2.2 Technical Requirements

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

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

4.2.2.2 Tandem Switching will provide screening as jointly agreed to by XO and BellSouth;

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

4.2.2.4 Tandem Switching shall provide access to Toll Free number portability database as designated by XO;

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

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

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

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

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

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

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

4.2.7 Upon a reasonable request from XO, 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 XO.

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

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

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

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

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

4.2.13 Interface Requirements

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

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

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

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

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

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

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

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

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

4.3.3 AIN Selective Carrier Routing is not available in DMS 10 switches. 4.3.4Where AIN Selective Carrier Routing is utilized by XO, the routing of XO's end user calls shall be pursuant to information provided by XO and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed' basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.

4.3.5 Upon ordering of AIN Selective Carrier Routing Regional Service, XO shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit C of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in

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

4.3.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth shall respond to the fully completed firm order as a regional service order within 30 days or such other interval as may be specified in Attachment 9 of this Agreement. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

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

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

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

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

4.4 **Packet Switching Capability**

4.4.1 Definition

The packet switching capability network element is defined as the function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.

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

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

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

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

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

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

4.5 **Interoffice Transmission Facilities**

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

4.6 **Rates**

As set forth in section 1.1, the prices that XO shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If XO purchases a service(s) from a tariff, terms, conditions, and rates applicable to such service(s)as set forth in such tariff shall apply.

4.7 **Operational Support Systems (OSS)**

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

5. Unbundled Network Element Combinations

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

5.2 Notwithstanding anything in Section 5 hereof, the Parties do not agree as to whether BellSouth's definition of the phrase "Currently Combined" as utilized

herein is consistent with applicable FCC and/or State Commission Orders. The use within this Agreement of the phrase "Currently Combined" and the meaning attached thereto shall not prejudice either Party nor shall it be used by either party to discredit the other Party's position during arbitration or otherwise. Moreover, neither Party waives any rights it may have to take any position, whether or not contrary to the agreed upon provisions herein, before any Commission or the FCC, relating to UNE Combinations.

5.2.1 Subject to Section 5.2 above, for purposes of Sections 5 of this Attachment, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

5.3. Enhanced Extended Link

5.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 5.3.2 below.

5.3.2 Subject to 5.3.3 below, BellSouth will provide access to the Enhanced ExtendedLink ("EEL") in the combinations set forth in 5.4 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to XO's POP serving wire center or collocation space. Except as otherwise explicitly set forth herein, the circuit must be connected to XO's switch for the purpose of provisioning telephone exchange service to XO's end user customers. The EEL will be connected to XO's facilities in XO's collocation space at the POP SWC, or XO may purchase BellSouth's facilities between XO's POP and XO's collocation space at the POP SWC.

5.3.3 When ordering EEL combinations, XO shall provide to BellSouth a letter certifying that XO will provide a significant amount of local exchange service over the requested combination, as described in Section 5.5 below, and shall indicate under what local usage option XO seeks to qualify. XO shall be deemed to be providing a significant amount of local exchange service if one of the three (3) options set forth in Sections 5.5.1.2 through 5.5.1.4 is met. BellSouth shall have the right to audit XO's records to verify that XO is meeting the applicable local usage requirements. Such audit shall comply with the terms of Section 5.5.3of this Attachment.

5.3.4 BellSouth shall provide EEL combinations to XO in Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to XO those EEL combinations described in Section 5.4 below only to the extent such combinations are Currently Combined. In addition,

BellSouth will make available new EEL combinations to XO 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; Fort Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs. Except as stated above, EELs will be provided to XO only to the extent such network elements are Currently Combined.

5.4 EEL Combinations

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

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

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

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

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

5.4.6 DS1 Interoffice Channel + DS1 Local Loop

5.4.7 DS3 Interoffice Channel + DS3 Local Loop

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

5.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

5.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

5.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

5.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.5. Special Access Service Conversions

5.5.1 XO may not convert special access services to combinations of loop and transport network elements, whether or not XO self-provides its entrance facilities (or obtains entrance facilities from a third party), unless XO uses the combination to provide a significant amount of local exchange service to a particular customer as defined in Sections 5.5.1.2 – 5.5.1.4 below. XO may use such loop-transport combinations to provide other services to the end user, so long as the local usage criteria set forth in this subsection are met. To the extent XO requests to convert any special access services to combinations of loop and transport network elements at UNE prices, XO shall provide to BellSouth a letter certifying that XO 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 XO seeks to qualify for conversion of special access circuits. XO shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

5.5.1.2 XO certifies that it is the exclusive provider of the end user's local exchange service. In such circumstance, the loop-transport combination(s) must terminate at XO'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. Under this option, XO is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. XO can then use the loop-transport combination(s) that serve the end user to carry any type of traffic; including using them to carry 100 percent interstate access traffic.

5.5.1.3 XO 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 such loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. In the circumstance set forth in this subsection, the loop-transport combination(s) must terminate at XO's collocation arrangement in at least one BellSouth Central Office. This option does not allow loop-transport combinations to be connected to other BellSouth tariffed services.

5.5.1.4 XO 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. XO does not need to provide a defined portion of the end user's local service, but the active channels, on any loop-transport

combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

5.5.1.5 In addition, there may be extraordinary circumstances where XO is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.5.1. In such case, XO 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 XO's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

5.5.3 Notwithstanding any other audit provision set forth in this Agreement, BellSouth may conduct audits as reasonably necessary to determine whether XO is providing a significant amount of local exchange service over facilities provided as combinations of loop and transport network elements, and, except where noncompliance has been found, BellSouth shall perform such audits no more than once each calendar year. BellSouth shall provide XO and the FCC at least thirty days notice of any such audit, shall hire an independent auditor to perform such audit, and shall be responsible for all costs of said independent audit, unless noncompliance is found, in which case XO shall be responsible for reimbursement to BellSouth for the reasonable costs of such audit. XO shall cooperate with said auditor, and shall provide appropriate records from which said auditor can verify XO's local usage certification. In no event, however, shall BellSouth or its hired auditor require records other than those kept by XO in the ordinary course of business. If, based on audits performed as set forth in this section, BellSouth concludes that XO 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 XO.

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

5.5.5 Georgia

5.5.5.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in Section 5.4, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.

5.5.5.2 On an interim basis, for combinations of loop and transport network elements not set forth in Section 5.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true up based on the Commission's review of BellSouth's cost studies.

5.5.5.3 To the extent that XO 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, XO, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

5.5.5.4 All Other States

5.5.5.5 Subject to Sections 5.3.2 and 5.3.4 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.

5.5.6 Multiplexing

5.5.6.1 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. When the multiplexing functionality is required in connection with special access interoffice facilities, such multiplexing will be provided pursuant to the terms, conditions, and rates set forth in BellSouth's Access Services Tariffs.

5.4 **Other Network Element Combinations**

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

5.4.2 Rates

5.4.2.1 Georgia

5.4.2.1.1 As set forth in Section 1.1, the non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.

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

5.4.2.1.3 To the extent that XO 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, XO, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

5.4.2.2 All Other States

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

5.5 **UNE/Special Access Combinations**

5.5.1 Additionally, BellSouth shall make available to XO a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent XO will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.3.7.

5.5.2 Rates

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

5.6 **Port/Loop Combinations**

5.6.1 At XO's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.6.3 below, that are Currently

Combined in BellSouth's network except as specified in Sections 5.6.1.1 and 5.6.1.2 below.

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

5.6.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to XO if XO's customer has 4 or more DS0 equivalent lines.

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

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

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

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

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

5.6.3 Combination Offerings

5.6.3.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7 Rates

As set forth in Section 1.1,the prices that XO shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If XO purchases a service(s) from a tariff, terms, conditions and rates applicable to such service(s) as set forth in such tariff shall apply.

5.8 Operational Support Systems (OSS)

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

6. Transport, Channelization and Dark Fiber

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

6.1 Transport

6.1.1 Interoffice transmission facility network elements include:

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

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

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

6.2 BellSouth shall:

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

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

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

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

6.3 **Common (Shared) Transport**

6.3.1 Definition of Common (Shared) Transport

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

6.3.2 Technical Requirements of Common (Shared) Transport

6.3.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements

specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

6.3.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

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

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

6.4 **Dedicated Transport**

6.4.1 Definitions

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

6.4.3 Unbundled Local Channel

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

6.4.5 Unbundled Interoffice Channel.

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

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

6.4.7.1 As capacity on a shared UNE facility.

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

6.4.8 When Dedicated Transport is provided it shall include:

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

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

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

6.4.10 Technical Requirements

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

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

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

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

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

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

6.4.10.6.1 DS0 Equivalent;

6.4.10.6.2 DS1;

6.4.10.6.3 DS3;

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

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

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

6.4.11.1 BellSouth Technical References:

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

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

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

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

6.5 **Unbundled Channelization**

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

6.5.2 Definition

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

6.5.3 Channelization capabilities will be as follows:

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

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

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

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

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

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

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

6.5.8 Technical Requirements

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

6.5.8.2 DS0 to DS1 Channelization

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

6.5.8.3 DS1 to DS3 Channelization

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

6.5.8.4 DS1 to STS Channelization

6.5.8.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings. DS1 to STS Channelization

requirements are essentially the same as defined in BellSouth Technical Reference TR 73501, LightGate® Service Interface and Performance Specifications.

6.6 **Dark Fiber**

6.6.1 Definition

6.6.2 Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available.

6.6.3 Requirements

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

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

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

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

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

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

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

6.7 **Rates**

6.7.1 As set forth in Section 1.1, the prices that XO shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If XO purchases a service(s) from a tariff, terms, conditions and rates applicable to such service(s) as set forth in such tariff shall apply.

6.8 **Operational Support Systems (OSS)**

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

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

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

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

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

7.1.2 Technical Requirements

7.1.2.1 BellSouth shall provide XO 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 XO.

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

7.1.2.3.1 Network Management;

7.1.2.3.2 Customer Sample Collection; and

7.1.2.3.3 Service Maintenance.

7.2 **Rates**

As set forth in Section 1.1, the prices that XO shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If XO purchases a service(s) from a tariff, terms, conditions and rates as set forth in such tariff shall apply.

7.3 **Operational Support Systems (OSS)**

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

8 Line Information Database (LIDB)

8.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB for XO's resale and UNE-P customers.

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 XO any additional capabilities that are developed for LIDB during the life of this Agreement.

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

8.2.4.11 BellSouth shall prevent any access to or use of XO 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 XO in writing.

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

8.2.4.13 BellSouth shall accept queries to LIDB associated with XO 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**

As set forth in Section 1.1, the prices that XO shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If XO purchases a service(s) from a tariff, terms, conditions and rates applicable to such service(s) as set forth in such tariff shall apply.

8.4 **Operational Support Systems (OSS)**

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

9. Signaling

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

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

9.3 **Signaling Link Transport**

9.3.1 Definition Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection 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 XO designated Signaling Points of Interconnection. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

9.4 **Signaling Transfer Points (STPs)**

9.4.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

9.4.2 Technical Requirements

9.4.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

9.4.2.1.1 BellSouth Local Switching or Tandem Switching;

9.4.2.1.2 BellSouth Service Control Points/DataBases;

9.4.2.1.3 Third-party local or tandem switching;

9.4.2.1.4 Third-party-provided STPs.

9.4.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

9.4.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a XO 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 XO 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 XO 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 XO database, then XO agrees to provide BellSouth with the Destination Point Code for the XO database.

9.4.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

9.4.2.6.1 MTP Routing Verification Test (MRVT); and

9.4.2.6.2 SCCP Routing Verification Test (SRVT).

9.4.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a XO 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 XO 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 XO, 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 XO SS7 network to exchange TCAP queries and responses with a XO SCP.

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

9.4.3.1.1 An A-link interface from XO local switching systems; and,

9.4.3.1.2 A B-link interface from XO 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 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 Signaling Points of Interconnection. 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 XO local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and XO will work jointly to establish mutually acceptable Signaling Points of Interconnection.

9.4.3.4 BellSouth CO shall provide intraoffice diversity between the Signaling Points of Interconnection 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 XO will work jointly to establish mutually acceptable Signaling Points of Interconnection.

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 XO local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the XO 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 XO local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the XO 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 XO from any signaling point or network interconnected through BellSouth's SS7 network where the XO 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 XO in accordance with the following requirements.

9.5.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

9.5.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

9.5.3.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

9.5.4 Database Availability

9.5.4.1 Call processing databases shall have a maximum unscheduled unavailability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for XO 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. Both Parties agree to perform the translations necessary to ensure call routing. When implementation in BellSouth's network is complete, BellSouth will utilize the appropriate translations to obtain calling name information for CNAM queries, subject to contractual arrangements with third party CNAM database providers.

9.7 **SS7 Network Interconnection**

9.7.1 Definition.

9.7.2 SS7 Network Interconnection is the interconnection of XO local Signaling Transfer Point Switches (STP) and XO 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), XO 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 XO or other third-party switching systems with A-link access to the BellSouth SS7 network.

9.7.5 If traffic is routed based on dialed or translated digits between a XO 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 XO local STPs and BellSouth or other third-party local switch.

9.7.6 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7

Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

9.7.7 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

9.7.7.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

9.7.7.2 Signaling Link functions, as specified in ANSI T1.111.3; and

9.7.7.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

9.7.8 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a XO local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of XO 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 XO or XO-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

9.7.13.1.1 A-link interface from XO local or tandem switching systems; and

9.7.13.1.2 B-link interface from XO STPs.

9.7.13.2 The Signaling Point of Interconnection 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 Single Point of Interconnections. 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 XO local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and XO will work jointly to establish mutually acceptable Single Point of Interconnection.

9.7.13.3 BellSouth CO shall provide intraoffice diversity between the Single Point of Interconnections 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 XO will work jointly to establish mutually acceptable Single Point of Interconnection.

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 XO local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the XO 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**

As set forth in Section 1.1, the prices that XO shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If XO purchases a service(s) from a tariff, terms, conditions and rates applicable to such service(s) as set forth in such tariff shall apply.

9.9 Operational Support Systems (OSS)

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

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

10.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision by BellSouth of Operator Call Processing, Inward Operator Services and Directory Assistance Services, upon request by XO. XO is not obligated to obtain such services from BellSouth, and may discontinue existing services at any time. In the event XO discontinues an existing service, however, XO shall still be obligated to pay all charges incurred while it subscribed to such service.

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 XO 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 XO end user's calling card that can be validated by BellSouth.

10.3.2.1.4 BellSouth shall complete person-to-person calls.

10.3.2.1.5 BellSouth shall complete collect calls.

10.3.2.1.6 BellSouth shall provide the.capability for callers to bill to a third party and complete such calls.

10.3.2.1.7 BellSouth shall complete station-to-station calls.

10.3.2.1.8 BellSouth shall process emergency calls.

10.3.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

10.3.2.1.10 BellSouth shall process emergency call trace, as it does for its own end users prior to the Effective Date. Call must originate from a 911 provider.

10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

10.3.2.1.12 BellSouth shall adhere to equal access requirements, providing XO 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 XO 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 XO.

10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to XO 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 XO, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

10.4 **Directory Assistance Service**

10.4.1 Definition. Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

10.4.2 Requirements

10.4.3 Directory Assistance Service shall provide up to two listing requests per call or parity with what BellSouth currently provides its own end users. If available and

ordered by XO, upon request by XO'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, XO may request such requirement pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.

10.4.4 Directory Assistance Service Updates

10.4.4.1 BellSouth shall update end user listings changes daily. These changes include:

10.4.4.1.1 New end user connections: BellSouth will provide service to XO 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 XO 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 XO 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 XO 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 XO to have its calls custom branded with XO'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 XO 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 XO 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 XO to order selective routing for each originating BellSouth end office identified by XO. Rates for Selective Routing are set forth in this Attachment.

10.4.6.3 Custom Branding and Self Branding require XO to order dedicated trunking from each BellSouth end office identified by XO, to either the BellSouth Traffic Operator Position System (TOPS) or XO 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 XO 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 XO to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, Interactive Voice Subsystem (IVS) and Network Applications Vehicle (NAV) equipment for which XO 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 XO 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. XO end users may use the same dialing arrangements as BellSouth end users, but obtain a XO 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 XO 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)). XO agrees that DADS will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, XO agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, XO authorizes the inclusion of XO Directory Assistance listings in the BellSouth Directory Assistance products.

10.5.2 BellSouth shall provide XO initially with a base file of subscriber listings which reflect all listing change activity occurring since XO's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by XO and BellSouth. XO 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 XO on a Business, Residence, or combined Business and Residence basis. XO agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after XO receives the Base File.

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

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 XO's directory assistance operators with the ability to search all available BellSouth

subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow XO to utilize its own switch, operator workstations and optional audio subsystems.

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

10.7 **Automatic Location Identification/Data Management System (ALI/DMS)**

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

10.7.2 Technical Requirements

10.7.2.1 BellSouth shall offer XO a data link to the ALI/DMS database or permit XO to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to XO immediately after XO inputs information into the ALI/DMS database. Alternately, XO may utilize BellSouth, to enter end user information into the database on a demand basis, and validate end user information on a demand basis.

10.7.2.2 The ALI/DMS database shall contain the following end user information:

10.7.2.2.1 Name;

10.7.2.2.2 Address;

10.7.2.2.3 Telephone number; and

10.7.2.2.4 Other information as appropriate (e.g., whether an end user is blind or deaf or has another disability).

10.7.2.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless XO requests otherwise and shall be updated if XO requests, provided XO 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 XO end users shall meet industry standards.

10.8 **Rates**

As set forth in Section 1.1, the prices that XO shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If XO purchases a service(s) from a tariff, terms, conditions and rates applicable to such service(s) as set forth in such tariff shall apply.

10.9 Operational Support Systems (OSS)

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

11. Calling Name (CNAM) Database Service

11.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM for XO's resale and UNE-P customers.

11.2 The Agreement for CNAM with standard pricing is included as Exhibit B to this Attachment. XO must provide to its account manager a written request with a requested activation date to activate this service. If XO is interested in requesting CNAM with volume and term pricing, XO 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 XO the capability that will allow XO and other third parties to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

11.4.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to XO. Scheduling procedures shall provide XO equivalent priority to these resources.

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

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

11.4.5 When XO selects SCE/SMS AIN Access, BellSouth shall allow XO 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**

As set forth in Section 1.1, the prices that XO shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If XO purchases a service(s) from a tariff, terms, conditions and rates applicable to such service(s) as set forth in such tariff shall apply.

11.6 Operational Support Systems (OSS)

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

12. Basic 911 and E911

12.1 All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.

12.2 If XO orders network elements and other services, then XO 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 XO 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. XO 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. XO will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, XO will be required to discontinue the Basic 911 procedures and being using E911 procedures.

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

12.5.4 Basic 911 and E911 functions provided to XO 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 XO to follow in providing 911/E911 services.

13. True-Up

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

13.1 Unless otherwise agreed to by the Parties, interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

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

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

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

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of XO and pursuant to which BellSouth, its LIDB customers and XO shall have access to such information. XO 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 XO, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Interconnection Agreement upon notice to XO's account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum is hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1.Billed Number Screening

2.Calling Card Validation

3.Fraud Control

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

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

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

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

II. FEES FOR SERVICE AND TAXES

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

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

III. MISCELLANEOUS

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

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

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

FACILITIES BASED ADDENDUM

TO LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

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

I. GENERAL

This Addendum sets forth the terms and conditions for XO'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 XO, 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 XO 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 XO.

C. Special billing number - a ten-digit number that identifies a billing account established by XO.

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

E. PIN number - a four-digit security code assigned by XO 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 XO.

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 XO.

III. RESPONSIBILITIES OF PARTIES

A. XO 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 XO. Under normal operating conditions, BellSouth shall include XO'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 XO'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 XO 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 XO, and where the last four digits (PIN) are a security code assigned by XO.

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

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

IV. COMPLIANCE

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

2.2 XO 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 XO's access to

BellSouth's CNAM Database Services and shall be addressed to XO's Account Manager.

3. Physical Connection and Compensation

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

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

BELLSOUTH/XO RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	GA
NIDs		
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC2	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC4	NA
NID, 1-2 lines, per month	UND12	NA
NRC - 1st	UND12	TBD
NRC - Add'l	UND12	TBD
NRC - Disconnect Charge - 1st	UND12	TBD
NRC - Disconnect Charge - Add'l	UND12	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	NA
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
NID, 1-6 lines, per month	UND16	NA
NRC - 1st	UND16	TBD
NRC - Add'l	UND16	TBD
NRC - Disconnect Charge - 1st	UND16	TBD
NRC - Disconnect Charge - Add'l	UND16	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	NA
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
Nonrecurring Charge - customer transfer, feature additions, changes (1)		NA
LOOP, EXCLUDING NID		
2-Wire Analog VG Loop (Standard), per month		NA
NRC - 1st		NA
NRC - Add'l		NA
2-Wire Analog VG Loop (Customized), per month		NA
NRC - 1st		NA
NRC - Add'l		NA
4-Wire Analog VG Loop (Standard), per month		NA
NRC - 1st		NA
NRC - Add'l		NA
2-Wire ISDN Digital Grade Loop (Standard), per month		NA
NRC - 1st		NA
NRC - Add'l		NA
2-Wire ADSL Loop (Standard), per month		NA
NRC - 1st		NA
NRC - Add'l		NA
2-Wire HDSL Loop (Standard), per month		NA
NRC - 1st		NA
NRC - Add'l		NA
4-Wire HDSL Loop (Standard), per month		NA
NRC - 1st		NA

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NRC - Add'l		NA
LOOP, INCLUDING NID		
2-Wire Analog VG Loop-SL1		
RC - Statewide, per month	UEAL2	NA
RC - Zone 1, per month (Note 2)	UEAL2	$14.21
RC - Zone 2, per month (Note 2)	UEAL2	$16.41
RC - Zone 3, per month (Note 2)	UEAL2	$26.08
RC - Zone 4, per month (Note 2)	UEAL2	NA
NRC - 1st	UEAL2	$42.54
NRC - Add'l	UEAL2	$31.33
NRC - Disconnect Charge - 1st	UEAL2	NA
NRC - Disconnect Charge - Add'l	UEAL2	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Loop Make-Up	UEANM	TBD
NRC - Manual Service Order Coordination for UVL-SL1 (per loop)* - 1st	UEAMC	$36.46
NRC - Manual Service Order Coordination for UVL-SL1 (per loop)* - Add'l	UEAMC	$36.46
NRC - Order Coordination for Specified Conversion Time for UVL -SL1 (per LSR) *- 1st	OCOSL	$34.22
NRC - Order Coordination for Specified Conversion Time for UVL -SL1 - (per LSR) * - Add'l	OCOSL	$34.22
NRC - Engineering Information Document (EI) - 1st		$28.72
NRC - Engineering Information Document (EI) - Add'l		$28.72
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling		
RC - Statewide, per month	UEAL2	NA
RC - Zone 1, per month (Note 2)	UEAL2	$16.84
RC - Zone 2, per month (Note 2)	UEAL2	$19.45
RC - Zone 3, per month (Note 2)	UEAL2	$30.92
RC - Zone 4, per month (Note 2)	UEAL2	NA
NRC - 1st	UEAL2	$104.17
NRC - Add'l	UEAL2	$78.10
NRC - Disconnect Charge - 1st	UEAL2	NA
NRC - Disconnect Charge - Add'l	UEAL2	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$34.22
2-Wire Analog VG Loop-SL2 w/ reverse battery signaling		
RC - Statewide, per month	UEAR2	NA
RC - Zone 1, per month (Note 2)	UEAR2	$16.84
RC - Zone 2, per month (Note 2)	UEAR2	$19.45
RC - Zone 3, per month (Note 2)	UEAR2	$30.92
RC - Zone 4, per month (Note 2)	UEAR2	NA
NRC - 1st	UEAR2	$104.17

BELLSOUTH/XO RATES
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NRC - Add'l	UEAR2	$78.10
NRC - Disconnect Charge - 1st	UEAR2	NA
NRC - Disconnect Charge - Add'l	UEAR2	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOCL	$34.22
4-Wire Analog VG Loop		
RC - Statewide, per month	UEAL4	NA
RC - Zone 1, per month (Note 2)	UEAL4	$22.26
RC - Zone 2, per month (Note 2)	UEAL4	$25.70
RC - Zone 3, per month (Note 2)	UEAL4	$40.85
RC - Zone 4, per month (Note 2)	UEAL4	NA
NRC - 1st	UEAL4	$206.95
NRC - Add'l	UEAL4	$170.57
NRC - Disconnect Charge - 1st	UEAL4	NA
NRC - Disconnect Charge - Add'l	UEAL4	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$34.22
2-Wire ISDN Digital Grade Loop		
RC - Statewide, per month	U1L2X	NA
RC - Zone 1, per month (Note 2)	U1L2X	$21.89
RC - Zone 2, per month (Note 2)	U1L2X	$25.27
RC - Zone 3, per month (Note 2)	U1L2X	$40.17
RC - Zone 4, per month (Note 2)	U1L2X	NA
NRC - 1st	U1L2X	$233.38
NRC - Add'l	U1L2X	$180.35
NRC - Disconnect Charge - 1st	U1L2X	NA
NRC - Disconnect Charge - Add'l	U1L2X	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$34.22
2-Wire Universal Digital Carrier (UDC), statewide, per month	UDC2X	NA
Zone 1, per month	UDC2X	$21.89
Zone 2, per month	UDC2X	$25.27
Zone 3, per month	UDC2X	$40.17
Zone 4, per month	UDC2X	NA
NRC - 1st	UDC2X	$233.38

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NRC - Add'l	UDC2X	$180.35
NRC - Disconnect Charge - 1st	UDC2X	NA
NRC - Disconnect Charge - Add'l	UDC2X	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$34.22
2-Wire ADSL Compatible Loop incl Man Svc Inquiry & Fac Reservation		
RC - Statewide, per month	UAL2X	NA
RC - Zone 1, per month (Note 2)	UAL2X	$11.23
RC - Zone 2, per month (Note 2)	UAL2X	$12.97
RC - Zone 3, per month (Note 2)	UAL2X	$20.62
RC - Zone 4, per month (Note 2)	UAL2X	NA
NRC - 1st	UAL2X	$359.73
NRC - Add'l	UAL2X	$325.15
NRC - Disconnect Charge - 1st	UAL2X	NA
NRC - Disconnect Charge - Add'l	UAL2X	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$34.22
2-Wire ADSL Compatible Loop without Man Svc Inquiry & Fac Reservation		
RC - Statewide, per month	UAL2W	NA
Zone 1, per month	UAL2W	$11.23
Zone 2, per month	UAL2W	$12.97
Zone 3, per month	UAL2W	$20.62
Zone 4, per month	UAL2W	NA
NRC - 1st	UAL2W	$220.73
NRC - Add'l	UAL2W	$186.15
NRC - Disconnect Charge - 1st	UAL2W	NA
NRC - Disconnect Charge - Add'l	UAL2W	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$34.22
2-Wire HDSL Compatible Loop, incl Man Svc Inquiry & Fac Reserv		
RC - Statewide, per month	UHL2X	NA
RC - Zone 1, per month (Note 2)	UHL2X	$7.88
RC - Zone 2, per month (Note 2)	UHL2X	$9.09
RC - Zone 3, per month (Note 2)	UHL2X	$14.46
RC - Zone 4, per month (Note 2)	UHL2X	NA

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NRC - 1st	UHL2X	$359.73
NRC - Add'l	UHL2X	$325.15
NRC - Disconnect Charge - 1st	UHL2X	NA
NRC - Disconnect Charge - Add'l	UHL2X	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$34.22
2-Wire HDSL Compatible Loop, without Man Svc Inquiry & Fac Reserv		
Statewide, per month	UHL2W	NA
Zone 1, per month	UHL2W	$7.88
Zone 2, per month	UHL2W	$9.09
Zone 3, per month	UHL2W	$14.48
Zone 4, per month	UHL2W	NA
NRC - 1st	UHL2W	$220.73
NRC - Add'l	UHL2W	$186.15
NRC - Disconnect Charge - 1st	UHL2W	NA
NRC - Disconnect Charge - Add'l	UHL2W	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$34.22
4-Wire HDSL Compatible Loop, Incl Man Svc Inquiry & Fac Reserv		
RC - Statewide, per month	UHL4X	NA
RC - Zone 1, per month (Note 2)	UHL4X	$10.39
RC - Zone 2, per month (Note 2)	UHL4X	$12.00
RC - Zone 3, per month (Note 2)	UHL4X	$19.07
RC - Zone 4, per month (Note 2)	UHL4X	NA
NRC - 1st	UHL4X	$378.86
NRC - Add'l	UHL4X	$344.28
NRC - Disconnect Charge - 1st	UHL4X	NA
NRC - Disconnect Charge - Add'l	UHL4X	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$34.22
4-Wire HDSL Compatible Loop, without Man Svc Inquiry & Fac Res		
Statewide, per month	UHL4W	NA
Zone 1, per month	UHL4W	$10.39

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Zone 2, per month	UHL4W	$12.00
Zone 3, per month	UHL4W	$19.07
Zone 4, per month	UHL4W	NA
NRC - 1st	UHL4W	$239.86
NRC - Add'l	UHL4W	$205.28
NRC - Disconnect Charge - 1st	UHL4W	NA
NRC - Disconnect Charge - Add'l	UHL4W	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$34.22
4-Wire DS1 Digital Loop		
RC - Statewide, per month	USLXX	NA
RC - Zone 1, per month (Note 2)	USLXX	$55.53
RC - Zone 2, per month (Note 2)	USLXX	$64.13
RC - Zone 3, per month (Note 2)	USLXX	$101.93
RC - Zone 4, per month (Note 2)	USLXX	NA
NRC - 1st	USLXX	$429.98
NRC - Add'l	USLXX	$268.18
NRC - Disconnect Charge - 1st	USLXX	NA
NRC - Disconnect Charge - Add'l	USLXX	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$34.52
4-Wire 56 Kbps Dig Grade Loop		
RC - Statewide, per month	UDL56	NA
RC - Zone 1, per month (Note 2)	UDL56	$25.75
RC - Zone 2, per month (Note 2)	UDL56	$29.74
RC - Zone 3, per month (Note 2)	UDL56	$47.27
RC - Zone 4, per month (Note 2)	UDL56	NA
NRC - 1st	UDL56	$348.55
NRC - Add'l	UDL56	$241.20
NRC - Disconnect Charge - 1st	UDL56	NA
NRC - Disconnect Charge - Add'l	UDL56	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA

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NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$34.22
4-Wire 64 Kbps Dig Grade Loop		
RC - Statewide, per month	UDL64	NA
RC - Zone 1, per month (Note 2)	UDL64	$25.75
RC - Zone 2, per month (Note 2)	UDL64	$29.74
RC - Zone 3, per month (Note 2)	UDL64	$47.27
RC - Zone 4, per month (Note 2)	UDL64	NA
NRC - 1st	UDL64	$348.55
NRC - Add'l	UDL64	$241.20
NRC - Disconnect Charge - 1st	UDL64	NA
NRC - Disconnect Charge - Add'l	UDL64	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$34.22
2-Wire Unb Copper Loop/Short(< or = 18kft), incl Man SI & Fac Res*		
RC - Statewide, per month	UCLPB	$13.97
RC - Zone 1, per month (Note 2)	UCLPB	$19.80
RC - Zone 2, per month (Note 2)	UCLPB	$22.86
RC - Zone 3, per month (Note 2)	UCLPB	$36.34
RC - Zone 4, per month (Note 2)	UCLPB	NA
NRC - 1st	UCLPB	$395.16
NRC - Add'l	UCLPB	$217.39
NRC - Disconnect Charge - 1st	UCLPB	$142.27
NRC - Disconnect Charge - Add'l	UCLPB	$37.86
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$142.27
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$37.86
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$36.46
2-Wire Unb Copper Loop/Short (< or = 18kft), without Man SI & Fac Res		
RC - Statewide, per moth	UCLPW	NA
Zone 1, per month	UCLPW	$11.90
Zone 2, per month	UCLPW	$13.74
Zone 3, per month	UCLPW	$21.83
Zone 4, per month	UCLPW	NA

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NRC - 1st	UCLPW	$154.13
NRC - Add'l	UCLPW	$139.75
NRC - Disconnect Charge - 1st	UCLPW	$140.73
NRC - Disconnect Charge - Add'l	UCLPW	$37.45
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$36.46
2-Wire Unb Copper Loop/Long (> 18kft), incl Man SI & Fac Res		
RC - Statewide, per month	UCL2L	$41.61
RC - Zone 1, per month (Note 2)	UCL2L	$19.80
RC - Zone 2, per month (Note 2)	UCL2L	$22.86
RC - Zone 3, per month (Note 2)	UCL2L	$36.34
RC - Zone 4, per month (Note 2)	UCL2L	NA
NRC - 1st	UCL2L	$395.16
NRC - Add'l	UCL2L	$217.39
NRC - Disconnect Charge - 1st	UCL2L	$142.27
NRC - Disconnect Charge - Add'l	UCL2L	$37.86
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$142.27
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN	$37.86
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$36.46
2-Wire Unb Copper Loop/Long (> 18kft), without Man SI & Fac Res		
RC - Statewide, per month	UCL2W	$37.00
Zone 1, per month	UCL2W	TBD
Zone 2, per month	UCL2W	TBD
Zone 3, per month	UCL2W	TBD
Zone 4, per month	UCL2W	NA
NRC - 1st	UCL2W	$154.13
NRC - Add'l	UCL2W	$139.75
NRC - Disconnect Charge - 1st	UCL2W	TBD
NRC - Disconnect Charge - Add'l	UCL2W	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA

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NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$36.46
2-Wire Unb. Copper Loop - Non-Designed		
RC - Statewide, per month	UEQ2X	NA
Zone 1, per month	UEQ2X	$11.01
Zone 2, per month	UEQ2X	$12.67
Zone 3, per month	UEQ2X	$20.22
Zone 4, per month	UEQ2X	NA
NRC - 1st	UEQ2X	$44.69
NRC - Add'l	UEQ2X	$22.40
NRC - Disconnect Charge - 1st	UEQ2X	$25.65
NRC - Disconnect Charge - Add'l	UEQ2X	$7.06
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
loop) - 1st	USBMC	$36.46
loop) - Add'l	USBMC	$36.46
NRC - Engineering Information Document - 1st		$28.72
NRC - Engineering Information Document - Add'l		$28.72
Loop Testing - Basic 1st Half Hour	URET1	$78.92
Loop Testing - Basic Add'l Half Hour	URETA	$23.33
4-Wire Unb Copper Loop/Short (< or = 18kft), incl Man SI & Fac Res		
Statewide, per month*	UCL4S	$19.34
Zone 1, per month	UCL4S	$16.65
Zone 2, per month	UCL4S	$19.22
Zone 3, per month	UCL4S	$30.55
Zone 4, per month	UCL4S	NA
NRC - 1st	UCL4S	$353.80
NRC - Add'l	UCL4S	$162.61
NRC - Disconnect Charge - 1st	UCL4S	$156.25
NRC - Disconnect Charge - Add'l	UCL4S	$41.96
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$36.46
4-Wire Unb Copper Loop/Short (< or = 18kft), without Man SI & Fac Res		
RC - Statewide, per month	UCL4W	$19.34
Zone 1, per month	UCL4W	$16.65
Zone 2, per month	UCL4W	$19.22

BELLSOUTH/XO RATES
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Zone 3, per month	UCL4W	$30.55
Zone 4, per month	UCL4W	NA
NRC - 1st	UCL4W	$214.80
NRC - Add'l	UCL4W	$162.61
NRC - Disconnect Charge - 1st	UCL4W	$156.25
NRC - Disconnect Charge - Add'l	UCL4W	$41.96
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$36.46
4-Wire Unb Copper Loop/Long (>18kft), incl Man Svc Inq & Fac Res		
Statewide, Per month	UCL4L	$55.86
Zone 1, per month	UCL4L	$47.56
Zone 2, per month	UCL4L	$54.92
Zone 3, per month	UCL4L	$87.30
Zone 4, per month	UCL4L	NA
NRC - 1st	UCL4L	$397.06
NRC - Add'l	UCL4L	$227.88
NRC - Disconnect Charge - 1st	UCL4L	$156.25
NRC - Disconnect Charge - Add'l	UCL4L	$41.96
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN	
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$36.46
4-Wire Unb Copper Loop/Long (>18kft), without Man SI & Fac Res		
Statewide, Per month	UCL4O	$55.86
Zone 1, per month	UCL4O	$47.56
Zone 2, per month	UCL4O	$54.92
Zone 3, per month	UCL4O	$87.30
Zone 4, per month	UCL4O	NA
NRC - 1st	UCL4O	$397.06
NRC - Add'l	UCL4O	$227.88
NRC - Disconnect Charge - 1st	UCL4O	$156.25
NRC - Disconnect Charge - Add'l	UCL4O	$41.96
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA

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NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$36.46
DS3 Local Loop		
DS3 Unbundled Local Loop - per mile	1L5ND	$8.90
DS3 Unbundled Local Loop- per Facility Termination	UE3PX	$390.34
NRC - Facility Termination - 1st	UE3PX	$639.50
NRC - Facility Termination - Add'l	UE3PX	$426.40
NRC - Facility Termination - Disconnect - 1st	UE3PX	$122.31
NRC - Facility Termination - Disconnect - Add'l	UE3PX	$119.14
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.55
NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.55
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$18.03
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$18.03
STS-1 Local Loop		
STS-1 Unbundled Local Loop - per mile	1L5ND	$8.90
STS-1 Unbundled Local Loop- per Facility Termination	UDLS1	$421.59
NRC - STS-1 - Facility Termination - 1st	UDLS1	$639.50
NRC - STS-1 - Facility Termination - Add'l	UDLS1	$426.40
NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	$122.31
NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	$119.14
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.55
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.55
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$18.03
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$18.03
OC3- Local Loop		
Local Loop - OC3 - per Mile	1L5ND	$6.75
Local Loop - OC3 - per Facility Termination		$630.21
NRC - OC3 - Facility Termination - 1st		$947.69
NRC - OC3 - Facility Termination - Add'l		$413.00
NRC - OC3 - Facility Termination - Disconnect - 1st		$122.31
NRC - OC3 - Facility Termination - Disconnect - Add'l		$119.14
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.55
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.55
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$18.03
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$18.03

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OC -12 Local Loop		
Local Loop - OC12 - per Mile	1L5ND	$8.31
Local Loop - OC12 - per Facility Termination		$2,109.00
NRC - OC12 - Facility Termination - 1st		$1,162.00
NRC - OC12 - Facility Termination - Add'l		$413.00
NRC - OC12 - Facility Termination - Disconnect - 1st		$122.31
NRC - OC12 - Facility Termination - Disconnect - Add'l		$119.14
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	$37.55
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	$37.55
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$18.03
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$18.03
OC - 48 Local Loop		
Local Loop - OC48 - per Mile	1L5ND	$27.25
Local Loop - OC48 - per Facility Termination		$1,598.00
Local Loop - OC12 interface on OC48 Facility		$594.80
NRC - OC48 - Facility Termination - 1st		$1,162.00
NRC - OC48 - Facility Termination - Add'l		$413.00
NRC - OC48 - Interface OC12 on OC48 - 1st		$539.36
NRC - OC48 - Interface OC12 on OC48 - Add'l		$317.38
NRC - OC48 - Facility Termination - Disconnect - 1st		$122.31
NRC - OC48 - Facility Termination - Disconnect - Add'l		$119.14
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st		$122.31
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l		$119.14
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1s	SOMAN	$18.03
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Ad	SOMAN	$18.03
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	$18.03
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	$18.03
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	$37.55
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	$37.55
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Orde	SOMAN	$37.55
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Orde	SOMAN	$37.55
Unbundled Loop Modification/Conditioning		
NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops less than or equal to 18kft **	ULM2L	$69.28
NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft - 1st **	ULM2G	$757.04
NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft - Add'l **	ULM2G	$23.49
NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops less than or equal to 18kft **	ULM4L	$69.28
NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft - 1st **	ULM4G	$757.04
NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft - Add'l **	ULM4G	$23.49

BELLSOUTH/XO RATES
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NRC - Bridge Tap Removal per pair unloaded **	ULMBT	$79.99
UNBUNDLED SUB-LOOPS		
SUB-LOOP DISTRIBUTION		
Cross-Box Set-Up		
NRC - Set-Up per Cross Box location in the field - CLEC Feeder Facility set-up	USBSA	$421.08
NRC - Set-Up per Cross Box location in the field - per 25 pair panel set-up	USBSB	$67.10
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	USBSC	$394.74
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBSD	$154.57
Loop Distribution per 2-Wire Analog VG Sub-Loop, per month	USBN2	$9.12
Zone 1, per month	USBN2	TBD
Zone 2, per month	USBN2	TBD
Zone 3, per month	USBN2	TBD
Zone 4, per month	USBN2	NA
NRC - 1st	USBN2	$207.01
NRC - Add'l	USBN2	$171.32
NRC - Disconnect Charge - 1st	USBN2	TBD
NRC - Disconnect Charge - Add'l	USBN2	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$34.22
Loop Distribution per 4-Wire Analog VG Sub-Loop, per month	USBN4	$8.32
Zone 1, per month	USBN4	TBD
Zone 2, per month	USBN4	TBD
Zone 3, per month	USBN4	TBD
Zone 4, per month	USBN4	NA
NRC - 1st	USBN4	$219.35
NRC - Add'l	USBN4	$72.99
NRC - Disconnect Charge - 1st	USBN4	$123.72
NRC - Disconnect Charge - Add'l	USBN4	$28.77
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$34.22
Loop Distribution per 2 Wire Unbundled Copper Sub-Loop, per month	UCS2X	TBD
Zone 1, per month	UCS2X	TBD
Zone 2, per month	UCS2X	TBD
Zone 3, per month	UCS2X	TBD
Zone 4, per month	UCS2X	NA
NRC - 1st	UCS2X	TBD
NRC - Add'l	UCS2X	TBD
NRC - Disconnect Charge - 1st	UCS2X	TBD

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NRC - Disconnect Charge - Add'l	UCS2X	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBD
Loop Distribution per 4 Wire Unbundled Copper Sub-Loop, per month	UCS4X	TBD
Zone 1, per month	UCS4X	TBD
Zone 2, per month	UCS4X	TBD
Zone 3, per month	UCS4X	NA
Zone 4, per month	UCS4X	TBD
NRC - 1st	UCS4X	TBD
NRC - Add'l	UCS4X	TBD
NRC - Disconnect Charge - 1st	UCS4X	TBD
NRC - Disconnect Charge - Add'l	UCS4X	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBD
Sub-Loop-Intrabldg Ntwk Cable (aka riser cable), 2W analog, per mo	USBR2	$1.61
NRC - 1st	USBR2	$137.03
NRC - Add'l	USBR2	$41.59
NRC - Disconnect Charge - 1st	USBR2	$115.85
NRC - Disconnect Charge - Add'l	USBR2	$19.17
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$34.22
Sub-Loop-Intrabldg Ntwk Cable (aka riser cable), 4W analog, per mo	USBR4	$2.96
NRC - 1st	USBR4	$176.46
NRC - Add'l	USBR4	$55.11
NRC - Disconnect Charge - 1st	USBR4	$122.17
NRC - Disconnect Charge - Add'l	USBR4	$19.57
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$34.22

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SUB-LOOP FEEDER		
Cross-Box Set-Up		
NRC - DS0 Set-Up per Cross Box location - CLEC Distribution Facility set-up	USBFW	$421.08
NRC - DS0 Set-Up per Cross Box location - per 25 pair panel set-up	USBFX	$67.10
NRC - DS1 Set-Up per Cross Box location - CLEC Distribution Facility set-up	USBFY	$421.08
NRC - DS1 Set-Up per Cross Box location - per pair panel set-up	USBFZ	$67.10
2-Wire Analog VG Ground-Start Unbundled Sub-Loop Feeder, per month	USBFA	$8.58
Zone 1, per month	USBFA	TBD
Zone 2, per month	USBFA	TBD
Zone 3, per month	USBFA	TBD
Zone 4, per month	USBFA	NA
NRC - 1st	USBFA	$206.44
NRC - Add'l	USBFA	$170.05
NRC - Disconnect Charge - 1st	USBFA	TBD
NRC - Disconnect Charge - Add'l	USBFA	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
2-Wire Analog VG Loop-Start Unbundled Sub-Loop Feeder, per month	USBFB	$8.58
Zone 1, per month	USBFB	TBD
Zone 2, per month	USBFB	TBD
Zone 3, per month	USBFB	TBD
Zone 4, per month	USBFB	NA
NRC - 1st	USBFB	$206.44
NRC - Add'l	USBFB	$170.05
NRC - Disconnect Charge - 1st	USBFB	TBD
NRC - Disconnect Charge - Add'l	USBFB	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
2-Wire Analog VG Reverse Battery Unb Sub-Loop Feeder, per mo	USBFC	$8.58
Zone 1, per month	USBFC	TBD
Zone 2, per month	USBFC	TBD
Zone 3, per month	USBFC	TBD
Zone 4, per month	USBFC	NA
NRC - 1st	USBFC	$206.44
NRC - Add'l	USBFC	$170.05
NRC - Disconnect Charge - 1st	USBFC	TBD
NRC - Disconnect Charge - Add'l	USBFC	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50

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NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
4-Wire Analog VG Ground-Start Unbundled Sub-Loop Feeder, per month	USBFD	$19.91
Zone 1, per month	USBFD	TBD
Zone 2, per month	USBFD	TBD
Zone 3, per month	USBFD	TBD
Zone 4, per month	USBFD	NA
NRC - 1st	USBFD	$243.41
NRC - Add'l	USBFD	$81.32
NRC - Disconnect Charge - 1st	USBFD	$134.77
NRC - Disconnect Charge - Add'l	USBFD	$33.93
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
4-Wire Analog VG Loop-Start Unbundled Sub-Loop Feeder, per month	USBFE	$19.91
Zone 1, per month	USBFE	TBD
Zone 2, per month	USBFE	TBD
Zone 3, per month	USBFE	TBD
Zone 4, per month	USBFE	NA
NRC - 1st	USBFE	$243.41
NRC - Add'l	USBFE	$81.32
NRC - Disconnect Charge - 1st	USBFE	$134.77
NRC - Disconnect Charge - Add'l	USBFE	$33.93
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
2-Wire ISDN Unbundled Sub-Loop Feeder, per month	USBFF	$17.73
Zone 1, per month	USBFF	TBD
Zone 2, per month	USBFF	TBD
Zone 3, per month	USBFF	TBD
Zone 4, per month	USBFF	NA
NRC - 1st	USBFF	$208.50
NRC - Add'l	USBFF	$62.31
NRC - Disconnect Charge - 1st	USBFF	$119.68
NRC - Disconnect Charge - Add'l	USBFF	$29.58
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA

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NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
4-Wire DSI Unbundled Sub-Loop Feeder, per month	USBFG	TBD
Zone 1, per month	USBFG	TBD
Zone 2, per month	USBFG	TBD
Zone 3, per month	USBFG	TBD
Zone 4, per month	USBFG	NA
NRC - 1st	USBFG	TBD
NRC - Add'l	USBFG	TBD
NRC - Disconnect Charge - 1st	USBFG	TBD
NRC - Disconnect Charge - Add'l	USBFG	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
2-Wire Copper Unbundled Sub-Loop Feeder, per month	USBFH	NA
Zone 1, per month	USBFH	TBD
Zone 2, per month	USBFH	TBD
Zone 3, per month	USBFH	TBD
Zone 4, per month	USBFH	NA
NRC - 1st	USBFH	TBD
NRC - Add'l	USBFH	TBD
NRC - Disconnect Charge - 1st	USBFH	TBD
NRC - Disconnect Charge - Add'l	USBFH	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBD
4-Wire Copper Unbundled Sub-Loop Feeder, per month	USBFJ	NA
Zone 1, per month	USBFJ	TBD
Zone 2, per month	USBFJ	TBD
Zone 3, per month	USBFJ	TBD
Zone 4, per month	USBFJ	NA
NRC - 1st	USBFJ	TBD
NRC - Add'l	USBFJ	TBD
NRC - Disconnect Charge - 1st	USBFJ	TBD
NRC - Disconnect Charge - Add'l	USBFJ	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA

BELLSOUTH/XO RATES
NETWORK ELEMENTS
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NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBD
4-Wire 2.4 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFK	NA
Zone 1, per month	USBFK	TBD
Zone 2, per month	USBFK	TBD
Zone 3, per month	USBFK	TBD
Zone 4, per month	USBFK	NA
NRC - 1st	USBFK	TBD
NRC - Add'l	USBFK	TBD
NRC - Disconnect Charge - 1st	USBFK	TBD
NRC - Disconnect Charge - Add'l	USBFK	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
4-Wire 4.8 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFL	NA
Zone 1, per month	USBFL	TBD
Zone 2, per month	USBFL	TBD
Zone 3, per month	USBFL	TBD
Zone 4, per month	USBFL	NA
NRC - 1st	USBFL	TBD
NRC - Add'l	USBFL	TBD
NRC - Disconnect Charge - 1st	USBFL	TBD
NRC - Disconnect Charge - Add'l	USBFL	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
4-Wire 9.6 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFM	NA
Zone 1, per month	USBFM	TBD
Zone 2, per month	USBFM	TBD
Zone 3, per month	USBFM	TBD
Zone 4, per month	USBFM	NA
NRC - 1st	USBFM	TBD
NRC - Add'l	USBFM	TBD
NRC - Disconnect Charge - 1st	USBFM	TBD
NRC - Disconnect Charge - Add'l	USBFM	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD

BELLSOUTH/XO RATES
NETWORK ELEMENTS
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NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
4-Wire 19.2 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFN	NA
Zone 1, per month	USBFN	TBD
Zone 2, per month	USBFN	TBD
Zone 3, per month	USBFN	TBD
Zone 4, per month	USBFN	NA
NRC - 1st	USBFN	TBD
NRC - Add'l	USBFN	TBD
NRC - Disconnect Charge - 1st	USBFN	TBD
NRC - Disconnect Charge - Add'l	USBFN	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	NA
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
4-Wire 56 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFO	NA
Zone 1, per month	USBFO	TBD
Zone 2, per month	USBFO	TBD
Zone 3, per month	USBFO	TBD
Zone 4, per month	USBFO	NA
NRC - 1st	USBFO	TBD
NRC - Add'l	USBFO	TBD
NRC - Disconnect Charge - 1st	USBFO	TBD
NRC - Disconnect Charge - Add'l	USBFO	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	NA
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD
4-Wire 64 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFP	NA
Zone 1, per month	USBFP	TBD
Zone 2, per month	USBFP	TBD
Zone 3, per month	USBFP	TBD
Zone 4, per month	USBFP	NA
NRC - 1st	USBFP	TBD
NRC - Add'l	USBFP	TBD
NRC - Disconnect Charge - 1st	USBFP	TBD
NRC - Disconnect Charge - Add'l	USBFP	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	NA
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD

BELLSOUTH/XO RATES
NETWORK ELEMENTS
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Unbundled Sub-Loop Modification		
NRC - Load Coil/Equipment Removal per 2 Wire pair - 1st	ULM2X	TBD
NRC - Load Coil/Equipment Removal per 2 Wire pair - Add'l	ULM2X	TBD
NRC - Load Coil/Equipment Removal per 4 Wire pair - 1st	ULM4X	TBD
NRC - Load Coil/Equipment Removal per 4 Wire pair - Add'l	ULM4X	TBD
NRC - Bridge Tap Removal per pair unloaded - 1st	ULMBT	TBD
NRC - Bridge Tap Removal per pair unloaded - Add'l	ULMBT	TBD
Loop Make Up		
NRC - Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual) **	UMKLW	$35.00
NRC-Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)	UMKLP	$45.00
NRC - Loop Makeup - With or Without Reservation, per working or spare facility queried (Mechanized) **	PSUMK	$0.0750
Unbundled Network Terminating Wire, per pair, per month	UENPP	$1.37
NRC - UNTW Pair, per pair	UENPP	$2.48
NRC - Disconnect Charge, per pair	UENPP	$1.74
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
Sub-Loop Concentration - Channelization Sys (Outside CO)		
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	$724.79
NRC - 1st	UCT8A	$632.36
NRC - Add'l	UCT8A	$310.82
NRC-Disconnect, 1st	UCT8A	NA
NRC-Disconnect, Add'l	UCT8A	NA
TR008 - System B (96 channel capacity - channels 97-192), per month	UCT8B	$92.91
NRC - 1st	UCT8B	$632.36
NRC - Add'l	UCT8B	$310.82
NRC-Disconnect, 1st	UCT8B	NA
NRC-Disconnect, Add'l	UCT8B	NA
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	$764.42
NRC - 1st	UCT3A	$632.36
NRC - Add'l	UCT3A	$310.82
NRC-Disconnect, 1st	UCT3A	NA
NRC-Disconnect, Add'l	UCT3A	NA
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	$132.54
NRC - 1st	UCT3B	$632.36
NRC - Add'l	UCT3B	$310.82
NRC-Disconnect, 1st	UCT3B	NA
NRC-Disconnect, Add'l	UCT3B	NA
DS1 Feeder Interface, per month	UCTFS	$72.12

BELLSOUTH/XO RATES
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Zone 1, per month	UCTFS	TBD
Zone 2, per month	UCTFS	TBD
Zone 3, per month	UCTFS	TBD
Zone 4, per month	UCTFS	NA
NRC 1st	UCTFS	$425.74
NRC Add'l	UCTFS	$198.06
NRC-Disconnect, 1st	UCTFS	NA
NRC-Disconnect, Add'l	UCTFS	NA
Channel Interface-2 Wire Voice-Loop Start or Ground Start, per mo	ULCC2	$2.38
NRC 1st	ULCC2	$41.82
NRC Add'l	ULCC2	$41.58
NRC-Disconnect, 1st	ULCC2	NA
NRC-Disconnect, Add'l	ULCC2	NA
Channel Interface - 2 Wire ISDN, per month	ULCC1	$9.53
NRC 1st	ULCC1	$41.82
NRC Add'l	ULCC1	$41.58
NRC-Disconnect, 1st	ULCC1	NA
NRC-Disconnect, Add'l	ULCC1	NA
Channel Interface - 2 Wire Voice - Reverse Battery, per month	ULCCR	$14.17
NRC 1st	ULCCR	$41.82
NRC Add'l	ULCCR	$41.58
NRC-Disconnect, 1st	ULCCR	NA
NRC-Disconnect, Add'l	ULCCR	NA
Channel Interface - 4 Wire Voice (Specials Card), per month	ULCC4	$8.45
NRC 1st	ULCC4	$41.82
NRC Add'l	ULCC4	$41.58
NRC-Disconnect, 1st	ULCC4	NA
NRC-Disconnect, Add'l	ULCC4	NA
Test Circuit, per month	UCTTC	$41.30
NRC 1st	UCTTC	$41.82
NRC Add'l	UCTTC	$41.58
NRC-Disconnect, 1st	UCTTC	NA
NRC-Disconnect, Add'l	UCTTC	NA
Channel Interface - Digital 56Kbps, per month	ULCC5	$12.51
NRC 1st	ULCC5	$41.82
NRC Add'l	ULCC5	$41.58
NRC-Disconnect, 1st	ULCC5	NA
NRC-Disconnect, Add'l	ULCC5	NA
Channel Interface - Digital 64Kbps, per month	ULCC6	$12.51
NRC 1st	ULCC6	$41.82
NRC Add'l	ULCC6	$41.58
NRC-Disconnect, 1st	ULCC6	NA
NRC-Disconnect, Add'l	ULCC6	NA
Loop Concentration System (Inside C.O.)		
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
TR008 -System A (96 channel capacity - channels 1-96), per month	UCT8A	$316.63
NRC - 1st	UCT8A	$1,111.95
NRC - Add'l	UCT8A	NA

BELLSOUTH/XO RATES
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AND OTHER SERVICES

NRC-Disconnect, 1st	UCT8A	NA
NRC-Disconnect, Add'l	UCT8A	NA
TR008 -System B (96 channel capacity - channels 97-192), per month	UCT8B	$65.27
NRC - 1st	UCT8B	$463.37
NRC - Add'l	UCT8B	NA
NRC-Disconnect, 1st	UCT8B	NA
NRC-Disconnect, Add'l	UCT8B	NA
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	$362.87
NRC - 1st	UCT3A	$1,111.95
NRC - Add'l	UCT3A	NA
NRC-Disconnect, 1st	UCT3A	NA
NRC-Disconnect, Add'l	UCT3A	NA
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	$110.02
NRC - 1st	UCT3B	$463.37
NRC - Add'l	UCT3B	NA
NRC-Disconnect, 1st	UCT3B	NA
NRC-Disconnect, Add'l	UCT3B	NA
DS1 Interface, per month	UCTCO	$6.15
NRC 1st	UCTCO	$366.72
NRC Add'l	UCTCO	$130.63
NRC-Disconnect, 1st	UCTCO	NA
NRC-Disconnect, Add'l	UCTCO	NA
Channel Interface-2 Wire Voice-Loop Start or Ground Start, per month	ULCC2	$2.44
NRC 1st	ULCC2	$35.68
NRC Add'l	ULCC2	$35.48
NRC-Disconnect, 1st	ULCC2	NA
NRC-Disconnect, Add'l	ULCC2	NA
Channel Interface - 2 Wire ISDN, per month	ULCC1	$9.76
NRC 1st	ULCC1	$35.68
NRC Add'l	ULCC1	$35.48
NRC-Disconnect, 1st	ULCC1	NA
NRC-Disconnect, Add'l	ULCC1	NA
Channel Interface - 2 Wire Voice - Reverse Battery, per month	ULCCR	$14.51
NRC 1st	ULCCR	$35.68
NRC Add'l	ULCCR	$35.48
NRC-Disconnect, 1st	ULCCR	NA
NRC-Disconnect, Add'l	ULCCR	NA
Channel Interface - 4 Wire Voice, per month	ULCC4	$8.65
NRC 1st	ULCC4	$35.68
NRC Add'l	ULCC4	$35.48
NRC-Disconnect, 1st	ULCC4	NA
NRC-Disconnect, Add'l	ULCC4	NA
Test Circuit, per month	UCTTC	$42.30
NRC 1st	UCTTC	$35.68
NRC Add'l	UCTTC	$35.48
NRC-Disconnect, 1st	UCTTC	NA
NRC-Disconnect, Add'l	UCTTC	NA
Channel Interface - Digital 56Kbps, per month	ULCC5	TBD
NRC 1st	ULCC5	TBD
NRC Add'l	ULCC5	TBD
NRC-Disconnect, 1st	ULCC5	NA
NRC-Disconnect, Add'l	ULCC5	NA
Channel Interface - Digital 64Kbps, per month	ULCC6	TBD

BELLSOUTH/XO RATES
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NRC 1st	ULCC6	TBD
NRC Add'l	ULCC6	TBD
NRC-Disconnect, 1st	ULCC6	NA
NRC-Disconnect, Add'l	ULCC6	NA
LINE SHARING		
2-Wire analog VG (SL1) for Line Sharing		
RC - per month (Note 3) **		TBD
NRC - 1st (Note 3) **		TBD
NRC - Add'l (Note 3) **		TBD
System Splitter - 96 Line Capacity		
RC - Per month **	ULSDA	$100.00
NRC - 1st **	ULSDA	$150.00
NRC - Addl **	ULSDA	$0.00
NRC - Disconnect 1st **	ULSDA	$150.00
NRC - Disconnect Add'l **	ULSDA	$0.00
System Splitter - 24 Line Capacity		
RC - Per month **	ULSDB	$25.00
NRC - 1st **	ULSDB	$150.00
NRC - Addl **	ULSDB	$0.00
NRC - Disconnect 1st **	ULSDB	$150.00
NRC - Disconnect Add'l **	ULSDB	$0.00
Loop Capacity, Line Activation Per Occurrence		
RC - Per Month **	ULSDC	$6.00
NRC - 1st **	ULSDC	$40.00
NRC - Addl **	ULSDC	$22.00
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
Subsequent Activity - Per Occurrence		
NRC - 1st **	ULSDS	$30.00
NRC - Addl **	ULSDS	$15.00
* Interim Rates subject to true-up		
** TN rates are interim and subject to true-up.		
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	Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accomodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/docs/interconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.		
		3	The recurring interim and nonrecurring interim rates in TN for 2-Wire analog VG (SL1) for Line Sharing is for a stand-alone loop purchased by CLEC-1 to provide both analog voice service and xDSL services or in the event CLEC-1 wishes to continue providing xDSL services to an end-user who terminates its BellSouth-provided voice service. These rates apply when CLEC-1 purchases the splitter from BellSouth.		

DESCRIPTION	USOC	GA
LOCAL EXCHANGE SWITCHING (PORTS)		
2-Wire Analog Line Port (Res., Bus.), per month		
2-Wire Voice Grade Line Port (Residence), per month		
2- wire voice unbundled port - residence	UEPRL	1.85 - Note 1
2-wire voice unbundled port with caller ID - residence	UEPRC	$1.85
2-wire voice unbundled port outgoing only - residence	UEPRO	$1.85
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	$1.85
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX	
2-Wire Voice Grade Line Port(Business), per month		
2-wire voice unbundled port without Caller ID	UEPBL	$1.85
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	$1.85
2-wire voice unbundled outgoing only port	UEPBO	$1.85
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA

DESCRIPTION	USOC	GA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$1.85
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX	
Non-Recurring Charges (NRC) - 1st (Residence)		
2- wire voice unbundled port - residence	UEPRL	$17.16
2-wire voice unbundled port with caller ID - residence	UEPRC	$17.16
2-wire voice unbundled port outgoing only - residence	UEPRO	$17.16
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA
2-wire voice unbundled Res Low Usage Line Port with Caller+E563 ID (LUM)	UEPAP	NA
NRC - Add'l (Residence)		
2- wire voice unbundled port - residence	UEPRL	$17.16
2-wire voice unbundled port with caller ID - residence	UEPRC	$17.16
2-wire voice unbundled port outgoing only - residence	UEPRO	$17.16

DESCRIPTION	USOC	GA
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	$17.16
NRC - Subsequent Activity	USASC	$10.00
NRC - 1st (Business)		
2-wire Voice Unbundled Port without Caller ID	UEPBL	$17.16
2-wire voice unbundled port with Caller ID	UEPBC	$17.16
2-wire voice unbundled outgoing only port	UEPBO	$17.16
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA
2-wire voice unbundled Incoming only Port with Caller ID	UEPB1	$17.16
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID+E587 (LMB)	UEPAB	NA

DESCRIPTION	USOC	GA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA
NRC - Add'l (Business)		
2-wire voice unbundled port without Caller ID	UEPBL	$17.16
2-wire voice unbundled port with Caller ID	UEPBC	$17.16
2-wire voice unbundled outgoing only port	UEPBO	$17.16
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$17.16
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Locall Calling Port (B2F)	UEPAE	NA
NRC - Subsequent Activity	USASC	$10.00
NRC - Disconnect Charge - 1st		
2- wire voice unbundled port - residence	UEPRL	NA
2-wire voice unbundled port with caller ID - residence	UEPRC	NA
2-wire voice unbundled port outgoing only - residence	UEPRO	NA
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA

DESCRIPTION	USOC	GA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	NA
2-wire voice unbundled port without Caller ID	UEPBL	NA
2-wire voice unbundled port with Caller ID	UEPBC	NA
2-wire voice unbundled outgoing only Port	UEPBO	NA
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA
2-wire voice unbundled Incoming only Port with Caller ID	UEPB1	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundles SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA
2-wire voice unbundled TN Bus 2-Way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA
NRC - Disconnect Charge - Add'l		
2- wire voice unbundled port - residence	UEPRL	NA
2-wire voice unbundled port with caller ID - residence	UEPRC	NA
2-wire voice unbundled port outgoing only - residence	UEPRO	NA
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA

DESCRIPTION	USOC	GA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	NA
2-wire voice unbundled port without Caller ID	UEPBL	NA
2-wire voice unbundled port with Caler ID	UEPBC	NA
2-wire voice unbundled outgoing only port	UEPBO	NA
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA
2-wire voice unbundled incoming only port with Caller ID	UEPB1	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA
NRC - OSS		
NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	$3.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94

DESCRIPTION	USOC	GA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
All available features, per month	UEPVF	$0.00
NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	$3.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
4-Wire Analog VG Port, per month	UEP4A	$8.47
NRC - 1st	UEP4A	$17.16
NRC - Add'l	UEP4A	$17.16
NRC - Disconnect Charge - 1st	BFR	NA
NRC - Disconnect Charge - Add'l	BFR	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
2-Wire DID Port, per month	UEPP2	$11.35
NRC - 1st	UEPP2	$61.91
NRC - Add'l	UEPP2	$61.91
NRC - Disconnect Charge - 1st	UEPP2	NA
NRC - Disconnect Charge - Add'l	UEPP2	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
4-Wire DS1 Port w/DID capability, per month	UEPDD	$120.80
NRC - 1st	UEPDD	$89.44
NRC - Add'l	UEPDD	$52.46
NRC - Disconnect Charge - 1st	UEPDD	NA
NRC - Disconnect Charge - Add'l	UEPDD	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
2-Wire ISDN Port(2) (3), per month	U1PMA	$13.47
NRC - 1st	U1PMA	$47.37
NRC - Add'l	U1PMA	$47.37
NRC - Disconnect Charge - 1st	U1PMA	NA
NRC - Disconnect Charge - Add'l	U1PMA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$39.98
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$39.98
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA

DESCRIPTION	USOC	GA
NRC - User Profile per B Channel (4)	U1UMA	NA
All available features, per month	UEPVF	$0.00
NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interaces	SOMEC	$3.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$39.98
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$39.98
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
4-Wire ISDN DS1 Port, per month	UEPEX	$163.16
NRC - 1st	UEPEX	$186.80
NRC - Add'l	UEPEX	$186.80
NRC - Disconnect Charge - 1st	UEPEX	NA
NRC - Disconnect Charge - Add'l	UEPEX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$37.88
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$37.88
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
4-Wire ISDN DS1 Port including all available features, per month	UEPEX	NA
NRC - 1st	UEPEX	NA
NRC - Add'l	UEPEX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
2-Wire Analog Line Port (PBX), per month		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$1.85
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$1.85
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$1.85
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$1.85
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$1.85
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$1.85
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$1.85
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$1.85
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$1.85
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$1.85
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$1.85
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$1.85
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$1.85

DESCRIPTION	USOC	GA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$1.85
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$1.85
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$1.85
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$1.85
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA
UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX	
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP	
NRC - 1st	UEPPC	$17.16
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$17.16
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$17.16
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$17.16
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$17.16
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$17.16
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$17.16
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$17.16
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$17.16

DESCRIPTION	USOC	GA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$17.16
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$17.16
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$17.16
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$17.16
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$17.16
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$17.16
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$17.16
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$17.16
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$17.16
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA
Subsequent Activity	USASC	$10.00
NRC - Add'l		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$17.16
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$17.16
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$17.16
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$17.16

DESCRIPTION	USOC	GA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$17.16
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$17.16
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$17.16
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$17.16
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$17.16
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$17.16
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$17.16
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$17.16
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$17.16
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$17.16
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$17.16
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$17.16
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$17.16
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA

DESCRIPTION	USOC	GA
NRC - Disconnect Charge - 1st		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	NA

DESCRIPTION	USOC	GA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA
NRC - Disconnect Charge - Add'l		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA

BELLSOUTH/XO RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

DESCRIPTION	USOC	GA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA
NRC - OSS		
NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	$3.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
2-Wire Analog Hunting, per line per month	HTGUX	NA
NRC - 1st	HTGUX	NA
NRC - Add'l	HTGUX	NA
Coin Port, per month		$2.05
NRC - 1st		$17.16
NRC - Add'l		$17.16
NRC - Disconnect Charge - 1st		NA
NRC - Disconnect Charge - Add'l		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
Subsequent Ordering Charge – (per order, per line)		NA
NRC - Electronic - 1st		NA
NRC - Electronic - Add'l		NA
NRC - Manual - 1st		NA
NRC - Manual - Add'l		NA
NRC - Disconnect		NA
Unbundled Port Usage Charges		
End Office Switching (Port Usage)		
End Office Switching Function, per mou	N/A	$0.0016333
End Office Interoffice Trunk Port—Shared, per mou	N/A	$0.0001564
Tandem Switching (Port Usage) (Local or Access Tandem)		
Tandem Switching Function per mou	N/A	$0.0006757
Tandem Interoffice Trunk Port - Shared per mou		$0.0002126
Common (Shared) Transport		

	DESCRIPTION	USOC	GA
	Common (Shared) Transport per mile per mou	N/A	$0.000008
	Common (Shared) Transport Facilities Termination per mou	N/A	$0.0004152
	NOTES:		
	Interim rates subject to true-up.		
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 minutes of use.		
6	Rates in TN and FL are interim and shall be trued-up when final rates are ordered.		

UNBUNDLED DEDICATED TRANSPORT - Local Channel	**USOC**	**GA**
Local Channel - Dedicated - 2-Wire VG		
2-wire VG per mile	1L5NC	$0.00
2-wire VG Monthly Recurring per month	ULDV2	$13.91
NRC - 2-wire VG - 1st	ULDV2	$382.95
NRC - 2-wire VG -Add'l	ULDV2	$62.40
NRC - 2-Wire VG - Disconnect Chg - 1st	ULDV2	NA
NRC - 2-Wire VG - Disconnect Chg - Add'l	ULDV2	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$18.94
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$8.42
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	NA
Local Channel - Dedicated - 2-Wire VG Rev. Bat.		
2-wire VG per mile	1L5NC	$0.00
2-wrire VG Monthly Recurring per month	ULDR2	$13.91
NRC - 2-wire VG - 1st	ULDR2	$382.95
NRC - 2-wire VG -Add'l	ULDR2	$62.40
NRC - 2-Wire VG - Disconnect Chg - 1st	ULDR2	NA
NRC - 2-Wire VG - Disconnect Chg - Add'l	ULDR2	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$18.94
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$8.42
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	NA
Local Channel - Dedicated - 4-Wire VG		
4-wire VG per mile	1L5NC	$0.00
4-wire VG Monthly Recurring per month	ULDV4	$14.99
NRC - 4-Wire VG - 1st	ULDV4	$368.44
NRC - 4-Wire VG - Add'l	ULDV4	NA
NRC - 4-Wire VG - Disconnect Chg - 1st	ULDV4	NA
NRC - 4-Wire VG - Disconnect Chg - Add'l	ULDV4	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$18.94
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$8.42
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	NA
Local Channel - Dedicated - DS1		
DS1 per mile	1L5NC	$0.00
DS1 per month	ULDF1	$38.36
NRC - DS1 - 1st	ULDF1	$356.15
NRC - DS1 - Add'l	ULDF1	$312.89
NRC - DS1 - Disconnect Chg - 1st	ULDF1	$122.31
NRC - DS1 - Disconnect Chg - Add'l	ULDF1	$119.14
NRC - Manual Svc Order, per LSR	SOMAN	NA

NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$44.22
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	$18.03
Local Channel - Dedicated - DS3		
DS3 - per mile per month	1L5NC	$6.92
DS3 - Facility Termination per month	ULDF3	$515.91
NRC - DS3 - Facility Termination - 1st	ULDF3	$639.50
NRC - DS3 - Facility Termination - Add'l	ULDF3	$426.31
NRC - DS3 - Facility Termination - Disconnect - 1st	ULDF3	$122.31
NRC - DS3 - Facility Termination - Disconnect - Add'l	ULDF3	$119.14
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS3 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.55
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.55
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	$18.03
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$18.03
Local Channel - Dedicated - STS-1		
STS-1 - per mile per month	1L5NC	$6.92
STS-1 - Facility Termination per month	ULDFS	$517.56
NRC - STS-1 - Facility Termination - 1st	ULDFS	$639.50
NRC - STS-1 - Facility Termination - Add'l	ULDFS	$426.40
NRC - STS-1 - Facility Termination - Disconnect - 1st	ULDFS	$122.31
NRC - STS-1 - Facility Termination - Disconnect - Add'l	ULDFS	$119.14
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - STS-1 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.55
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.55
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	$18.03
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$18.03
Local Channel - Dedicated - OC3		
OC3 per mile per month	1L5NC	$5.82
OC3 Facility Termination per month		$914.22
NRC - OC3 - Facility Termination - 1st		$947.69
NRC - OC3 - Facility Termination - Add'l		$413.00
NRC - OC3 - Facility Termination - Disconnect Chg - 1st		$122.31
NRC - OC3 - Facility Termination - Disconnect Chg - Add'l		$119.14
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.55
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.55
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	$18.03
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$18.03

Local Channel - Dedicated - OC12		
OC12 per mile per month	1L5NC	$8.31
OC12 Facility Termination per month		$3,185.00
NRC - OC12 - Facility Termination - 1st		$1,162.00
NRC - OC12 - Facility Termination - Add'l		$413.00
NRC - OC12 - Facility Termination -Disconnect Chg - 1st		$122.31
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l		$119.14
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC12 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.55
NRC - OC12 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.55
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	$18.03
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$18.03
Local Channel - Dedicated - OC48		
OC48 per mile per month	1L5NC	$27.25
OC48 Facility Termination per month		$1,671
OC48 - Interface OC12 on OC48 per month		$558.07
NRC - OC48 - Facility Termination - 1st		$1,162.00
NRC - OC48 - Facility Termination -Add'l		$413.00
NRC - OC48 - Interface OC12 on OC48 - 1st		$539.36
NRC -OC48 - Interface OC12 on OC48 -Add'l		$317.38
NRC - OC48 - Facility Termination - Disconnect Chg - 1st		$122.31
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l		$119.14
NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - 1st		$122.31
NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - Add'l		$119.14
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC48 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.55
NRC - OC48 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.55
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-1	SOMAN	$37.55
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-A	SOMAN	$37.55
NRC - OC48 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	$18.03
NRC - OC48 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$18.03
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-D	SOMAN	$18.03
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-D	SOMAN	$18.03
UNBUNDLED DEDICATED TRANSPORT - Interoffice Channel		
Interoffice Transport - Dedicated - 2-wire VG		
2-Wire VG - per mile per month	1L5XX	$0.0222
2-Wire VG - Facility Termination per month	U1TV2	$17.07
NRC - 2-wire VG - Facility Termination -1st	U1TV2	$79.61
NRC - 2-wire VG - Facility Termination - Add'l	U1TV2	$36.08
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	U1TV2	NA
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TV2	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA

NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$18.94
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.94
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
Interoffice Transport - Dedicated - 2-wire VG - Rev Bat.		
2-Wire VG - per mile per month	1L5XX	$0.0222
2-Wire VG - Facility Termination per month	U1TR2	$17.07
NRC - 2-wire VG - Facility Termination -1st	U1TR2	$79.61
NRC - 2-wire VG - Facility Termination - Add'l	U1TR2	$36.08
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	U1TR2	NA
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TR2	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$18.94
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.94
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
Common (Shared) Transport		
Common (Shared) Transport per mile per mou	NA	$0.000008
Common (Shared) Transport Facilities Termination per mou	NA	$0.0004152
Interoffice Transport - Dedicated - 4-wire VG		
4-Wire VG - per mile per month	1L5XX	NA
4-Wire VG - Facility Termination per month	U1TV4	NA
NRC - 4-wire VG - Facility Termination -1st	U1TV4	NA
NRC - 4-wire VG - Facility Termination - Add'l	U1TV4	NA
NRC - 4-wire VG -Facility Termination - Disconnect Charge -1st	U1TV4	NA
NRC - 4-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TV4	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA
Interoffice Transport - Dedicated - DS0 - 56kbps		
DS0 - per mile per month	1L5XX	$0.0222
DS0 - Facility Termination per month	U1TD5	$16.45
NRC - DS0 - Facility Termination - 1st	U1TD5	$79.61
NRC - DS0 - Facility Termination - Add'l	U1TD5	$36.08
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	U1TD5	NA
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	U1TD5	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$18.94
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.94

NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA
Interoffice Transport - Dedicated -DS0 - 64 kbps		
DS0 - per mile per month	1L5XX	$0.0222
DS0 - Facility Termination per month	U1TD6	$16.45
NRC - DS0 - Facility Termination - 1st	U1TD6	$79.61
NRC - DS0 - Facility Termination - Add'l	U1TD6	$36.08
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	U1TD6	NA
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	U1TD6	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$18.94
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.94
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA
Interoffice Transport - Dedicated - DS1		
DS1 - per mile per month	1L5XX	$0.4523
DS1 - Facility Termination per month	U1TF1	$78.47
NRC - DS1-Facility Termination - 1st	U1TF1	$147.07
NRC - DS1 - Facility Termination - Add'l	U1TF1	$111.75
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	U1TF1	NA
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	U1TF1	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$18.94
NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.94
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA
Interoffice Transport - Dedicated - DS3		
DS3 - per mile per month	1L5XX	$2.75
DS3 -Facility Termination per month	U1TF3	$788.00
NRC - DS3 - Facility Termination -1st	U1TF3	$511.10
NRC - DS3 - Facility Termination - Add'l	U1TF3	$330.77
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	U1TF3	$122.31
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	U1TF3	$119.14
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.96
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.96
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$18.23
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$18.23
Interoffice Transport - Dedicated - STS-1		
STS-1 - per mile per month	1L5XX	$2.72
STS-1 -Facility Termination per month	U1TFS	$783.63

NRC - STS-1 - Facility Termination -1st	U1TFS	$449.91
NRC - STS-1 - Facility Termination - Add'l	U1TFS	$119.14
NRC - STS-1 - Facility Termination - Disconnect Charge - 1st	U1TFS	$137.17
NRC - STS-1 - Facility Termination - Disconnect Charge - Add'l	U1TFS	$119.14
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$61.19
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$61.19
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$3.17
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$3.17
Interoffice Transport - Dedicated - OC3		
OC3 -per mile per month	1L5XX	$4.37
OC3 -Facility Termination per month		$2,187.00
NRC - OC-3 - Facility Termination - 1st		$819.29
NRC - OC-3 - Facility Termination - Add'l		$317.38
NRC - OC-3 - Facility Termination - Disconnect Charge - 1st		$122.31
NRC - OC-3 - Facility Termination - Disconnect Charge - Add'l		$119.14
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	$37.55
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	$37.55
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-1	SOMAN	$18.03
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-A	SOMAN	$18.03
Interoffice Transport - Dedicated - OC12		
OC12 -per mile per month	1L5XX	$15.05
OC12 -Facility Termination		$8,202.00
NRC - OC12- Facility Termination - 1st		$1,034.00
NRC - OC12- Facility Termination - Add'l		$317.38
NRC - OC12 - Facility Termination - Disconnect Chg - 1st		$122.31
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l		$119.14
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	$37.55
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	$37.55
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	$18.03
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add	SOMAN	$18.03
Interoffice Transport - Dedicated - OC48		
OC48 -per mile per month	1L5XX	$25.70
OC48 -Facility Termination per month		$11,134.00
OC48 -per Interface OC12 on OC48 per month		$1,137.00
NRC - OC48 - Facility Termination - 1st		$1,034.00
NRC - OC48 - Facility Termination - Add'l		$317.38
NRC - OC48 - Interface OC12 on OC48 - 1st		$539.36
NRC - OC48 - Interface OC12 on OC48 - Add'l		$317.38
NRC - OC48 - Facility Termination - Disconnect Chg - 1st		$122.31

NRC - OC48 - Facility Termination - Disconnect Chg - Add'l		$119.14
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st		$122.31
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l		$119.14
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic-1st	SOMAN	$37.55
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic-Add'l	SOMAN	$37.55
NRC - OC48 - Interface- Incremental Cost - Manual Svc. Order vs. Electronic-	SOMAN	$37.55
NRC - OC48 - Interface- Incremental Cost - Manual Svc. Order vs. Electronic-	SOMAN	$37.55
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$18.03
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add	SOMAN	$18.03
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconne	SOMAN	$18.03
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconne	SOMAN	$18.03
UNBUNDLED CHANNELIZATION		
DS3 Channelization (DS3 to DS1)		
per Channelized System (28 DS1) per month	MQ3	$182.04
NRC - 1st	MQ3	$265.91
NRC - Add'l	MQ3	$188.78
NRC -1st - Disconnect	MQ3	$72.50
NRC -Add'l - Disconnect	MQ3	$59.96
per Interface per month (COCI)	UC1D1	$11.02
NRC - 1st	UC1D1	$12.02
NRC - Add'l	UC1D1	$8.66
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	$14.75
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$6.55
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	$10.60
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	NA
DS1 Channelization (DS1 to DS0)		
per Channelized System (24 DS0) per month	MQ1	$126.22
NRC - 1st	MQ1	$198.22
NRC - Add'l	MQ1	$123.59
NRC -1sr - Disconnect	MQ1	$31.03
NRC -Add'l - Disconnect	MQ1	$19.75
- Interface (COCI)		
per OCU-DP(data) card per month (2.4-64kbs)	1D1DD	$1.86
NRC - 1st	1D1DD	$12.02
NRC - Add'l	1D1DD	$8.66
per BRITE card per month	UC1CA	$3.71
NRC - 1st	UC1CA	$12.02
NRC - Add'l	UC1CA	$8.66
per VG card per month (DS0)	1D1VG	$1.17
NRC - 1st	1D1VG	$12.02
NRC - Add'l	1D1VG	$8.66
NRC - Manual Svc Order, per LSR	SOMAN	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50

NRC - Electronic Svc Order, per LSR disconnect	SOMAN	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	$14.75
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$6.55
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	$10.70
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	$0.00
UNBUNDLED DARK FIBER		
Dark Fiber - Interoffice (four fiber strands) per route mile or fraction thereof, per mo	1L5DF	$24.96
NRC - Per each four-fiber dark fiber arrangement - 1st	UDF14	$1,737.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDF14	$562.39
NRC -Disconnect--1st	UDF14	NA
NRC -Disconnect--Add'l	UDF14	NA
Dark Fiber - Local Channel(four fiber strands) per route mile or fraction thereof, per	1L5DC	$54.63
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFC4	$1,737.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFC4	$562.39
NRC -Disconnect--1st	UDFC4	NA
NRC -Disconnect--Add'l	UDFC4	NA
Dark Fiber - Local Loop (four fiber strands) per route mile or fraction thereof, per m	1L5DL	$54.63
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFL4	$1,737.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFL4	$562.39
NRC -Disconnect--1st	UDFL4	NA
NRC -Disconnect--Add'l	UDFL4	NA
NOTES:		
Interim rates subject to true-up.		

DESCRIPTION	USOC	GA
UNBUNDLED LOOP COMBINATIONS		
Unbundled Loop/Port Combinations (Note 4)		
MARKET RATES (INCLUDING ALL VERTICAL FEATURES) (Note 1)		
Density Zone 1 / Top 6 MSAs in BellSouth Region		Atlanta
Customers with 4 or more DS0 Equivalent		
Currently Combined (Note2)		
2-Wire Voice Grade Loop with 2-Wire Line Port (Res. and Bus.)		
2-Wire Voice Grade Line Port (Res.), per month		
2- wire voice unbundled port - residence	UEPRL	$14.00
2-wire voice unbundled port with caller ID - residence	UEPRC	$14.00
2-wire voice unbundled port outgoing only - residence	UEPRO	$14.00
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA
2-wire voice unbundled res. low usage line port with Caller ID (LUM)	UEPAP	$14.00
2-Wire Voice Grade Line Port (Bus.), per month		
2-wire voice unbundled port without Caller ID	UEPBL	$14.00
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	$14.00
2-wire voice unbundled outgoing only port	UEPBO	$14.00
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$14.00

DESCRIPTION	USOC	GA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA
2-Wire Voice Grade Loop (SL1) (Res. and Bus.)		
RC - 2-Wire Voice Grade Loop - Statewide	UEPLX	NA
RC - 2-Wire Voice Grade Loop Zone 1	UEPLX	$10.80
RC - 2-Wire Voice Grade Loop Zone 2	UEPLX	$12.47
RC - 2-Wire Voice Grade Loop Zone 3	UEPLX	$19.83
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	$24.80
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	$26.47
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	$33.83
All available features, per month	UEPVF	$0.00
Nonrecurring Charges		
2-Wire Voice Grade Line Port (Res. And Bus.)		
NRC - 2- wire voice grade unbundled port/loop combination - 1st, with change		$41.50
NRC - 2- wire voice grade unbundled port/loop combination - Add'l, with change		$41.50
NRC - 2- wire voice grade unbundled port/loop combination - 1st, no change		$41.50
NRC - 2- wire voice grade unbundled port/loop combination - Add'l, no change		$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent		$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	$33.76
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	$7.86
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic		TBD
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order		TBD
NRC - Electronic Service Order Disconnect		NA
NRC - Incremental Manual Service Order Disconnect		$20.00
2-Wire Voice Grade Loop with 2-Wire Line Port PBX		
2-Wire Analog Line Port (PBX), per month		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$14.00
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$14.00
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$14.00
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA

DESCRIPTION	USOC	GA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$14.00
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$14.00
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$14.00
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$14.00
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP	
2-Wire Voice Grade Loop (SL1)		
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	$10.80
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	$12.47
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	$19.83
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	$24.80
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	$26.47
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	$33.83

DESCRIPTION	USOC	GA
All available features, per month	UEPVF	$0.00
Nonrecurring Charges		
NRC - 2- wire voice grade unbundled port/loop combination - 1st, with change		$41.50
NRC - 2- wire voice grade unbundled port/loop combination - Add'l, with change		$41.50
NRC - 2- wire voice grade unbundled port/loop combination - 1st, no change		$41.50
NRC - 2- wire voice grade unbundled port/loop combination - Add'l, no change		$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent		$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	$33.67
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	$7.88
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic		TBD
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order		TBD
NRC - Electronic Service Order Disconnect		NA
NRC - Incremental Manual Service Order Disconnect		$20.00
COST BASED RATES (Notes 2 & 3)		
Currently Combined		
2-Wire Voice Grade Loop with 2-Wire Line Port		
2-Wire Voice Grade Line Port (Res.), per month		
2- wire voice unbundled port - residence	UEPRL	$1.79
2-wire voice unbundled port with caller ID - residence	UEPRC	$1.79
2-wire voice unbundled port outgoing only - residence	UEPRO	$1.79
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA

DESCRIPTION	USOC	GA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	$1.79
2-Wire Voice Grade Line Port (Bus.), per month		
2-wire voice unbundled port without Caller ID	UEPBL	$1.79
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	$1.79
2-wire voice unbundled outgoing only port	UEPBO	$1.79
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$1.79
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA
2-Wire Voice Grade Loop (SL1)		
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	$10.80
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	$12.47
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	$19.83
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	$12.59
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	$14.26
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	$21.62
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	Note 8	NA
All available features, per month	UEPVF	$0.00
Nonrecurring Charges		
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	USAC2	$2.01
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	USAC2	$0.3108
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	USACC	$2.01
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	USACC	$0.3108
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	$10.00

DESCRIPTION	USOC	GA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	$33.67
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	$7.88
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic		TBD
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order		TBD
NRC - Electronic Service Order Disconnect		NA
NRC - Incremental Manual Service Order Disconnect		$20.00
NRCs for New (not Currently Combined) as ordered in Georgia:		
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRL	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRL	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRC	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRC	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRO	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRO	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPAP	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPAP	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPBL	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPBL	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPBC	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPBC	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPBO	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPBO	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPB1	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPB1	$15.25
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	$10.00
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st		$8.45
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add'l		$3.91
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st		$37.06
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l		$8.19
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic		TBD
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order		TBD
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnect		$11.17
2- Wire Voice Grade Loop - Bus Only with 2 -Wire DID Trunk Port		
2 - Wire Line Port - DID Trunk Port, per month	UEPD1	$11.35

DESCRIPTION	USOC	GA
2-Wire Voice Grade Loop (SL2)		
RC - 2- Wire Voice Grade Loop - Statewide	UECD1	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UECD1	$16.84
RC - 2- Wire Voice Grade Loop - Zone 2	UECD1	$19.45
RC - 2- Wire Voice Grade Loop - Zone 3	UECD1	$30.92
RC - 2- Wire Voice Grade Loop - Zone 4	UECD1	NA
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Statewide	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 1 (Note 6)	Note 8	$28.19
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 2 (Note 6)	Note 8	$30.80
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 3 (Note 6)	Note 8	$42.27
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone4 (Note 6)	Note 8	NA
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Conversion - Switch As Is - 1st port	USAC1	$166.08
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Conversion - Switch As Is Each Addl Port	USAC1	$140.01
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Conversion with changes - 1st port	USA1C	$166.08
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Conversion with changes - Each Addl port	USA1C	$140.01
NRC - 2-Wire DID Subsequent Activity - Per Svc Order - Add Trunks, Per Trunk	USAS1	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Incremental Cost- Manual Service Order - 1st	SOMAN	$37.88
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Incremental Cost- Manual Service Order - Addl	SOMAN	$16.84
NRC - Electronic Service Order Disconnect		$0.42
NRC - Incremental Manual Service Order Disconnect		$20.00
Telephone Number/Trunk Group Establishment		
DID Trunk Termination (one required per port)	NDT	$0.00
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers (FL, GA, NC, & SC only)	NDZ	$0.00
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers (AL, KY, LA, MS, & TN). In addition, Provides Additional DID Numbers for each Group of 20 DID Numbers (Valid in All States)	ND4	$0.00
DID Numbers, non-consective	ND5	$0.00
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port		
2-wire ISDN Digital Port per month	UEPPB	$13.47
2-Wire ISDN Digital Grade Loop		
RC - 2-Wire ISDN Digital Grade Loop - Statewide	USL2X	NA
RC - 2-Wire ISDN Digital Grade Loop - Zone 1	USL2X	$21.89
RC - 2-Wire ISDN Digital Grade Loop - Zone 2	USL2X	$25.27
RC - 2-Wire ISDN Digital Grade Loop - Zone 3	USL2X	$40.17
RC - 2-Wire ISDN Digital Grade Loop - Zone 4	USL2X	NA
Combination Rates		
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Statewide	Note 8	NA
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 1	Note 8	$35.36
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 2	Note 8	$38.74
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 3	Note 8	$53.64
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 4	Note 8	NA

DESCRIPTION	USOC	GA
All available features, per month	UEPVF	$0.00
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	$239.95
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	$156.92
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	$53.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Incremental Cost-Manual Service Order - 1st	SOMAN	$19.99
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Incremental Cost-Manual Service Order - Addl	SOMAN	$19.99
NRC - Electronic Service Order Disconnect		$0.42
NRC - Incremental Manual Service Order Disconnect		$20.00
4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port		
4 - Wire ISDN DS1 Digital Trunk Port	UEPPP	$163.16
4 - Wire DS1 Digital Loop		
RC - 4- Wire DS1 Digital Loop- Statewide	USL4P	NA
RC - 4- Wire DS1 Digital Loop- Zone 1	USL4P	$55.53
RC - 4- Wire DS1 Digital Loop- Zone 2	USL4P	$3.21
RC - 4- Wire DS1 Digital Loop- Zone 3	USL4P	$101.93
RC - 4-Wire DS1 Digital Loop - Zone 4	USL4P	NA
Combination Rates		
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Statewide	Note 8	NA
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 1	Note 8	$218.69
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 2	Note 8	$227.29
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 3	Note 8	$265.09
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 4	Note 8	NA
Local Number Portability		
Local Number Portability (1 per port)	LNPCN	$1.75
Interface (Provsioning Only)		
Voice/Data	PR71V	$0.00
Digital Data	PR71D	$0.00
Inward Data	PR71E	$0.00
Non-Recurring Charges		
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - 1st conversion	USACP	$269.96
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Add'l conversion	USACP	$269.96
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	USASP	$28.71
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Inward/2-way Telephone Numbers	PR7TG	$0.9686
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Outward Telephone numbers	PR7TP	$22.75
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Inward Telephone Numbers	PR7ZT	$45.49
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Service Order Per Order	USASP	$147.47

DESCRIPTION	USOC	GA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN Digital Port - Incremental Cost-Manual Service Order - 1st	SOMAN	$19.99
NRC - 4-Wire ISDN Digital Loop with 4-wire ISDN Digital Port - Incremental Cost-Manual Service Order - Addl	SOMAN	$19.99
NRC - Electronic Service Order Disconnect		$0.42
NRC - Incremental Manual Service Order Disconnect		$20.00
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port		
4 - Wire DDITS Digital Trunk Port (Formerly DID Trunk Port)	UDD1T	$120.80
4 - Wire DS1 Digital Loop	USLDC	
4 - Wire DS1 Digital Loop - Statewide	USLDC	
4 - Wire DS1 Digital Loop - Zone 1	USLDC	$55.53
4 - Wire DS1 Digital Loop - Zone 2	USLDC	$64.13
4 - Wire DS1 Digital Loop - Zone 3	USLDC	$101.93
4 - Wire DS1 Digital Loop - Zone 4	USLDC	NA
Combination Rates		
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Statewide	Note 8	NA
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Zone 1	Note 8	$176.33
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Zone 2	Note 8	$184.93
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Zone 3	Note 8	$222.73
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Zone 4	Note 8	NA
Local number Portability per DSO Activated	LNPCP	$3.15
Central Office Terminating Point	CTG	$0.00
Telephone Number / Trunk Group establishment		
Telephone Number for 2-Way Trunk Group	UDTGX	$0.00
Telephone Number for 1-Way Outward Trunk Group	UDTGY	$0.00
Telephone Number for 1-Way Inward Trunk Group Without DID	UDTGZ	$0.00
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers (FL, GA, NC, & SC only)	NDZ	$0.00
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers (AL, KY, LA, MS, & TN). In addition, Provides Additional DID Numbers for each Group of 20 DID Numbers (Valid in All States)	ND4	$0.00
DID Numbers, Non- consecutive DID Numbers , Per Number	ND5	$0.00
Interoffice Channel Mileage - (Dedicated DS1) FX/FCO for 4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port		
Fixed cost 0-8 miles (Facilities Termination)	1LNO1	$63.39
Additional costs per mile 0-8 miles	1LNOA	$0.3068
Fixed cost 9-25 miles (Facilities Termination)	1LN02	$0.00
additional costs per mile 9-25 miles	1LNOB	$0.3068
Fixed cost 25 + miles (Facilities Termination)	1LNO3	$0.00
Additional costs 25 + miles	1LNOC	$0.3068
Enhanced Performance Charges		
Enhanced Performance Charges - as negotiated in contract	UDTPC	TBN
Non-recurring Charges		
NRC - 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50
NRC- 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port - Incremental Cost-Manual Service Order - 1st	SOMAN	$37.88

DESCRIPTION	USOC	GA
NRC- 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port - Incremental Cost-Manual Service Order - Add'l	SOMAN	$16.84
NRC - Electronic Service Order Disconnect		TBD
NRC - Incremental Manual Service Order Disconnect		$20.00
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port -Conversion - Switch as is - 1st	USAC4	$269.96
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Conversion - Switch as is - Additional	USAC4	$269.96
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Conversion with DS1 changes - 1st	USAWA	$269.96
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Conversion with DS1 Changes - Additional	USAWA	$269.96
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Conversion with Change - Trunks - 1st	USAWB	$269.96
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Conversion with Change - Trunks - Additional	USAWB	$269.96
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Digital Trunk Port - Subsequent Service Activity Per Service Order	USAS4	$147.47
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - New - 1st	UDDIT	$858.30
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - New - Additional	UDDIT	$514.02
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - New - 1st - Disconnect	UDDIT	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - New - Additional Disconnect	UDDIT	TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Subsequent Channel Activation - Per Channel - 2-Way Trunk	UDTTA	$28.71
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Subsequent Channel Activation - Per Channel - 1-Way Outward Trunk	UDTTB	$28.71
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Subsequent Channel Activation - Per Channel - 1-Way Inward Trunk Without DID	UDTTC	$28.71
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Subsequent Channel Activation - Per Channel - 1-Way Inward Trunk With DID	UDTTD	$28.71
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Subsequent Channel Activation - Per Channel - 2-Way DID with User Transfer	UDTTE	$28.71
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Digital Trunk Port - Subsequent Signaling Changes		TBD
NRC -4 - Wire DS1 Digital Loop with 4 - Wire DDITS Digital Trunk Port - Subsequent Telephone Numbers		TBD
NRC - Interoffice Channel Mileage - (Dedicated DS1) FX/FCO for 4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk PortFixed cost 0-8 miles (Facilities Termination) - 1st - New Only	1LNO1	$147.07
NRC - Interoffice Channel Mileage - (Dedicated DS1) FX/FCO for 4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk PortFixed cost 0-8 miles (Facilities Termination) - Additional - New Only	1LNO2	$111.75
NRC - Interoffice Channel Mileage - (Dedicated DS1) FX/FCO for 4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk PortFixed cost 0-8 miles (Facilities Termination) - Disconnect - 1st - New Only	1LNO3	NA
NRC - Interoffice Channel Mileage - (Dedicated DS1) FX/FCO for 4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk PortFixed cost 0-8 miles (Facilities Termination) - Disconnect Additional - New Only	1LNO4	NA
BIPOLAR 8 ZERO SUSTITUTION		
NRC - Superframe Format - Conversion or new install 1st	CCOSF	$0.00
NRC - Superframe Format - Conversion or new install Additional	CCOSF	$0.00
NRC - Extended Superframe Format - Change or Subsequent Activity - 1st	CCOSF	$0.00

DESCRIPTION	USOC	GA
NRC - Extended Superframe Format - Change or Subsequent Activity - Additional	CCOSF	$600.00
NRC - Extended Superframe Format - Conversion or New Install 1st	CCOEF	$0.00
NRC - Extended Superframe Format - Conversion or New Install - Additional	CCOEF	$0.00
NRC - Extended Superframe Format - Change or Subsequent Activity - 1st	CCOEF	$0.00
NRC - Extended Superframe Format - Change or Subsequent Activity - Additional	CCOEF	$600.00
Alternate Mark Inversion (AMI)		
NRC - Superframe Format - 1st	MCOSF	$0.00
NRC - Superframe Format - Additional	MCOSF	$0.00
NRC - Extended Superframe Format - 1st	MCOPO	$0.00
NRC - Extended Superframe Format - Additional	MCOPO	$0.00
2-Wire Voice Grade Loop with 2-Wire Line Port PBX		
2-Wire Analog Line Port (PBX), per month		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$1.79
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$1.79
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$1.79
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$1.79
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$1.79
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$1.79
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$1.79
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$1.79
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$1.79
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$1.79
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$1.79
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$1.79
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	$1.79
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA

DESCRIPTION	USOC	GA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$1.79
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP	
2-Wire Voice Grade Loop (SL1)		
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	$10.80
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	$12.47
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	$19.83
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	$12.59
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	$14.26
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	$21.62
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	Note 8	NA
All available features, per month	UEPVF	$0.00
Nonrecurring Charges		
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	USAC2	$2.01
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	USAC2	$0.3108
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	USACC	$2.01
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	USACC	$0.3108
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	$33.67
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	$7.88
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic		TBD
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order		TBD
NRC - Electronic Service Order Disconnect		TBD
NRC - Incremental Manual Service Order Disconnect		$20.00
NRCs for New (not Currently Combined) as ordered in Georgia:		
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRD	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRD	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPPC	$22.14

DESCRIPTION	USOC	GA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPPC	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPPO	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPPO	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPP1	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPP1	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPLD	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPLD	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXA	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXA	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXB	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXB	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXC	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXC	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXD	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXD	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXE	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXE	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXL	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXL	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXM	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXM	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXO	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXO	$15.25
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXS	$22.14
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXS	$15.25
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	$10.00
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st		$8.45
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add'l		$3.91
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	$3.50
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st		$37.06
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l		$8.19
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic		TBD
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order		TBD
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnect		$11.17
All Other Loop/Port Combinations		Note 2
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX	
NOTES:		
Interim rates subject to true-up.		
1 Market Rates will apply in those areas where BellSouth is not required to provide circuit switching pursuant to FCC rules.		

	DESCRIPTION	USOC	GA
2	In Georgia, rates will apply for Currently Combined as well as not Currently Combined loop/port combinations unless otherwise identified.		
3	In the absence of ordered rates by a State Commission, the recurring rates for Currently Combined combinations of loop/port network elements will be the sum of the recurring rates for the UNEs which make up the combinations, and the nonrecurring rates shall be as set forth in this section.		
4	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements.		
5	Deleted		
6	Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accomodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/docs/interconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.		
7	In the absence of ordered OSS rates by a state commission, BellSouth will offer regionwide rates		
8	There is not a unique combination USOC. CLEC should submit the loop and port USOCs.		
9	Rates in TN and FL are interim and shall be trued-up when final rates are ordered.		

ENHANCED EXTENDED LINKS (EELs)		
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
DS1 Interoffice Channel and 2-wire VG Local Loop EEL:	**USOC**	**GA**
Recurring Charges		
2-wire VG Loop per month, statewide	UEAL2	NA
2-wire VG Loop per month, Zone 1 (Note 1)	UEAL2	$15.40
2-wire VG Loop per month, Zone 2 (Note 1)	UEAL2	$17.78
2-wire VG Loop per month, Zone 3 (Note 1)	UEAL2	$28.26
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.4523
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$78.47
DS1 Channelized System per month	MQ1	$18.23
VG (COCI) interface card per month	1D1VG	$2.20
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	$142.64
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	$94.87
NRC-2-wire VG Local Loop - 1st	UEAL2	$77.54
NRC-2-wire VG Local Loop - Add'l	UEAL2	$51.57
NRC-DS1 Channelization System -1st	MQ1	$206.09
NRC-DS1 Channelization System - Add'l	MQ1	$137.06
NRC-VG(COCI)interface card -1st	1D1VG	$12.02
NRC-VG(COCI)interface card - Add'	1D1VG	$8.66
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Electron	SOMEC	$3.50
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual S	SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual S	SOMAN	$33.63
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual S	SOMAN	$27.49
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual S	SOMAN	$19.88
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual S	SOMAN	$11.85
DS1 Interoffice Channel and 4-wire VG Local Loop EEL:		
Recurring Charges		
4-wire VG Loop per month	UEAL4	NA
4-wire VG Loop per month, Zone 1 (Note 1)	UEAL4	$22.88
4-wire VG Loop per month, Zone 2 (Note 1)	UEAL4	$26.42
4-wire VG Loop per month, Zone 3 (Note 1)	UEAL4	$41.99
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.4523
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$78.47
DS1 Channelized System per month	MQ1	$18.23
VG (COCI) interface card per month	1D1VG	$2.67
Non-Recurring Charges - New EEL (Note 2) (Note 3)		
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	$142.64
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	$94.87
NRC-4-wire VG Local Loop - 1st	UEAL4	$228.99
NRC-4-wire VG Local Loop - Add'l	UEAL4	$203.26
NRC-DS1 Channelization System -1st	MQ1	$206.09
NRC-DS1 Channelization System - Add'l	MQ1	$137.06
NRC-VG(COCI)interface card -1st	1D1VG	$12.02
NRC-VG(COCI)interface card - Add'	1D1VG	$8.66
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc	SOMEC	$3.50
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc O	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc O	SOMAN	$33.63
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc O	SOMAN	$27.49

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc O	SOMAN	$19.88
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc O	SOMAN	$11.85
DS1 Interoffice Channel and 2-wire ISDN Local Loop:		
Recurring Charges		
2-wire ISDN Loop per month	U1L2X	NA
2-wire ISDN Loop per month, Zone 1 (Note 1)	U1L2X	$21.89
2-wire ISDN Loop per month, Zone 2 (Note 1)	U1L2X	$25.27
2-wire ISDN Loop per month, Zone 3 (Note 1)	U1L2X	$40.17
2-wire ISDN Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.4523
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$78.47
DS1 Channelized System per month	MQ1	$18.23
2-wire ISDN(BRITE COCI) per month	UC1CA	$3.71
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	$142.64
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	$94.87
NRC- 2-wire ISDN Local Loop - 1st	U1L2X	$77.54
NRC- 2-wire ISDN Local Loop - Add'l	U1L2X	$51.57
NRC-DS1 Channelization System -1st	MQ1	$206.09
NRC-DS1 Channelization System - Add'l	MQ1	$137.06
NRC-2-wire BRITE(COCI)interface card -1st	UC1CA	$12.02
NRC-2-wire BRITE(COCI)interface card -Add'l	UC1CA	$8.66
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Electronic S	SOMEC	$3.50
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	$33.63
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	$27.49
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	$19.88
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	$11.85
DS1 Interoffice Channel and 4-wire 56 kbps Local Loop:		
Recurring Charges		
4-wire 56kbps Loop per month	UDL56	NA
4-wire 56kbps Loop per month, Zone 1 (Note 1)	UDL56	$26.44
4-wire 56kbps Loop per month, Zone 2 (Note 1)	UDL56	$26.42
4-wire 56kbps Loop per month, Zone 3 (Note 1)	UDL56	$46.53
4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.4523
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$78.47
DS1 Channelized System per month	MQ1	$18.23
4-wire 56kbps card COCI per month	1D1DD	$1.06
Non-Recurring Charges - New EEL (Note 2) (Note 3)		
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	$142.64
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	$94.87
NRC-4-wire 56kbps Local Loop - 1st	UDL56	$395.14
NRC-4-wire 56kbps Local Loop - Add'l	UDL56	$206.98
NRC-DS1 Channelization System -1st	MQ1	$206.09
NRC-DS1 Channelization System - Add'l	MQ1	$137.06
NRC-4-wire 56kbps(COCI)interface card -1st	1D1DD	$12.02
NRC-4-wire 56kbps(COCI)interface card -Add'l	1D1DD	$8.66
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic	SOMEC	$3.50
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Sv	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Sv	SOMAN	$33.63

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Sv	SOMAN	$27.49
		NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Sv	SOMAN	$19.88
		NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Sv	SOMAN	$11.85
		DS1 Interoffice Channel and 4-wire 64 kbps Local Loop:		
		Recurring Charges		
		4-wire 64kbps Loop per month	UDL64	NA
		4-wire 64kbps Loop per month, Zone 1 (Note 1)	UDL64	$26.44
		4-wire 64kbps Loop per month, Zone 2 (Note 1)	UDL64	$30.53
		4-wire 64kbps Loop per month, Zone 3 (Note 1)	UDL64	$46.53
		4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA
		Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.4523
		Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$78.47
		DS1 Channelized System per month	MQ1	$18.23
		4-wire 64kbps card COCI per month	1D1DD	$1.06
		Non-Recurring Charges - New EEL (Note 2) (Note 3)		
		NRC- DS1 interoffice - 1st	U1TF1	$142.64
		NRC- DS1 interoffice - Add'l	U1TF1	$94.87
		NRC-4-wire 64kbps Local Loop - 1st	UDL64	$395.14
		NRC-4-wire 64kbps Local Loop - Add'l	UDL64	$206.98
		NRC-DS1 Channelization System -1st	MQ1	$206.09
		NRC-DS1 Channelization System - Add'l	MQ1	$137.06
		NRC-4-wire 64kbps(COCI)interface card -1st	1D1DD	$12.02
		NRC-4-wire 64kbps(COCI)interface card -Add'l	1D1DD	$8.66
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic	SOMEC	$3.50
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Sv	SOMAN	NA
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Sv	SOMAN	$33.63
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Sv	SOMAN	$27.49
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Sv	SOMAN	$19.88
		NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Sv	SOMAN	$11.85
		DS1 Interoffice Channel and DS1 Interoffice Local Loop:		
		Recurring Charges		
		DS1 Loop per month	USLXX	NA
		DS1 Loop per month, Zone 1 (Note 1)	USLXX	$52.40
		DS1 Loop per month, Zone 2 (Note 1)	USLXX	$60.51
		DS1 Loop per month, Zone 3 (Note 1)	USLXX	$96.18
		DS1 Loop per month, Zone 4 (Note 1)	NA	NA
		Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.4523
		Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$78.47
		Non-Recurring Charges - New EEL (Note 2) (Note 3)		
		NRC- DS1 interoffice - 1st	U1TF1	$142.64
		NRC- DS1 interoffice - Add'l	U1TF1	$94.87
		NRC-DS1 Local Loop - 1st	USLXX	$627.44
		NRC-DS1 Local Loop - Add'l	USLXX	$231.49
		NRC-DS1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Orde	SOMEC	$3.50
		NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order,	SOMAN	NA
		NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order -	SOMAN	$33.63
		NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order -	SOMAN	$27.49
		NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order -	SOMAN	$19.88
		NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order -	SOMAN	$11.85
		DS3 Interoffice Channel and DS3 Local Loop:		

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].	
			Recurring Charges	
			DS3 Loop per Facility Termination per month	UE3PX	$390.34
			DS3 Loop per mile	1L5ND	$8.90
			Interoffice Channel - Dedicated - DS3 - FacilityTermination per month	U1TF3	$717.60
			Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	$6.46
			Non-Recurring Charges - New EEL (Note 2)(Note 3)	
			NRC- DS3 interoffice - 1st	U1TF3	$633.41
			NRC- DS3 interoffice - Add'l	U1TF3	$449.91
			NRC-DS3 Local Loop - 1st	UE3PX	$761.81

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		NRC-DS3 Local Loop - Add'l	UE3PX	$545.54
		NRC-DS3 interoffice channel and DS3 Local Loop Combination - Electronic Svc Orde	SOMEC	$3.50
		NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order,	SOMAN	NA
		NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order -	SOMAN	$37.55
		NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order -	SOMAN	$37.55
		NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order -	SOMAN	$18.03
		NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order -	SOMAN	$18.03
		STS-1 Interoffice Channel and STS-1 Local Loop:		
		Recurring Charges		
		STS-1 Loop per Facility Termination per month	UDLS1	$421.59
		STS-1 Loop per mile	1L5ND	$8.90
		Interoffice Channel - Dedicated - STS-1 - FacilityTermination per month	U1TFS	$788.00
		Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	$2.72
		Non-Recurring Charges - New EEL (Note 2)(Note 3)		
		NRC- STS-1 interoffice - 1st	U1TFS	$633.41
		NRC- STS-1 interoffice - Add'l	U1TFS	$449.91
		NRC-STS-1 Local Loop - 1st	UDLS1	$761.81
		NRC-STS-1 Local Loop - Add'l	UDLS1	$545.54
		NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Electronic Svc O	SOMEC	$3.50
		NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Ord	SOMAN	NA
		NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Ord	SOMAN	$37.96
		NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Ord	SOMAN	$37.96
		NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Ord	SOMAN	$18.23
		NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Ord	SOMAN	$18.23
		DS3 Interoffice Channel and DS1 Local Loop:		
		Recurring Charges		
		DS1 Loop per month	USLXX	NA

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		DS1 Loop per month, Zone 1 (Note 1)	USLXX	$52.40
		DS1 Loop per month, Zone 2 (Note 1)	USLXX	$60.51
		DS1 Loop per month, Zone 3 (Note 1)	USLXX	$96.18
		DS1 Loop per month, Zone 4 (Note 1)	NA	NA
		Interoffice Channel - Dedicated - DS3 - FacilityTermination per month	U1TF3	$717.60
		Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	$6.46
		DS3 Channelized System per month	MQ3	$202.91
		DS3 Interface per month (DS1 COCI)	UC1D1	$0.67
		Non-Recurring Charges - New EEL (Note 2)(Note 3)		
		NRC- DS3 interoffice - 1st	U1TF3	$520.09
		NRC- DS3 interoffice - Add'l	U1TF3	$282.38
		NRC-DS1 Local Loop - 1st	USLXX	$142.64
		NRC-DS1 Local Loop - Add'l	USLXX	$94.87
		NRC-DS3 Channelization System -1st	MQ3	$316.28
		NRC-DS3 Channelization System - Add'l	MQ3	$171.72
		NRC-DS1(COCI)interface card -1st	UC1D1	$12.02
		NRC-DS1(COCI)interface card -Add'l	UC1D1	$8.66
		NRC-DS3 interoffice channel and DS1 Local Loop Combination - Electronic Svc Orde	SOMEC	$3.50
		NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order,	SOMAN	$33.63
		NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA
		NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	$27.49
		NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	$19.88
		NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	$11.85
		STS-1 Interoffice Channel and DS1 Local Loop:		
		Recurring Charges		
		DS1 Loop per month, Zone 1 (Note 1)	USLXX	$52.40
		DS1 Loop per month, Zone 2 (Note 1)	USLXX	$60.51
		DS1 Loop per month, Zone 3 (Note 1)	USLXX	$96.18
		DS1 Loop per month, Zone 4 (Note 1)	NA	NA
		Interoffice Channel - Dedicated - STS-1 - FacilityTermination per month	U1TFS	$717.60
		Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	$6.46
		DS3 Channelized System per month	MQ3	$202.91
		DS3 Interface per month (DS1 COCI)	UC1D1	$0.67
		Non-Recurring Charges - New EEL (Note 2)(Note 3)		
		NRC-DS1 Local Loop - 1st	USLXX	$520.09
		NRC-DS1 Local Loop - Add'l	USLXX	$282.38
		NRC- STS-1 interoffice - 1st	U1TFS	$142.64
		NRC- STS-1 interoffice - Add'l	U1TFS	$94.87
		NRC-DS3 Channelization System -1st	MQ3	$316.28
		NRC-DS3 Channelization System - Add'l	MQ3	$171.72
		NRC-DS1(COCI)interface card -1st	UC1D1	$12.02
		NRC-DS1(COCI)interface card -Add'l	UC1D1	$8.66
		NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Or	SOMEC	$3.50
		NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Orde	SOMAN	NA
		NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Orde	SOMAN	$33.63
		NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Orde	SOMAN	$27.49
		NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Orde	SOMAN	$19.88
		NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Orde	SOMAN	$11.85
		2-wire VG Interoffice Channel and 2-wire VG Local Loop:		
		Recurring Charges		
		2-wire VG Loop per month, statewide	UEAL2	$16.51

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		2-wire VG Loop per month, Zone 1 (Note 1)	UEAL2	$15.40
		2-wire VG Loop per month, Zone 2 (Note 1)	UEAL2	$17.78
		2-wire VG Loop per month, Zone 3 (Note 1)	UEAL2	$28.26
		2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
		Interoffice Channel - Dedicated - 2-wire VG - FacilityTermination per month	U1TV2	$17.07
		Interoffice Channel - Dedicated - 2-wire VG - per mile per month	1L5XX	$0.0222
		Non-Recurring Charges - New EEL (Note 2)(Note 3)		
		NRC- 2-wire VG interoffice - 1st	U1TV2	$79.61
		NRC- 2-wire VG interoffice - Add'l	U1TV2	$36.08
		NRC-2-wire VG Local Loop - 1st	UEAL2	$104.17
		NRC-2-wire VG Local Loop - Add'l	UEAL2	$78.10
		NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Electror	SOMEC	$3.50
		NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual	SOMAN	NA
		NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual	SOMAN	$37.88
		NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual	SOMAN	$27.36
		NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual	SOMAN	NA
		NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual	SOMAN	NA
		4-wire VG Interoffice Channel and 4-wire VG Local Loop:		
		Recurring Charges		
		4-wire VG Loop per month, Zone 1 (Note 1)	UEAL4	NA
		4-wire VG Loop per month, Zone 2 (Note 1)	UEAL4	NA
		4-wire VG Loop per month, Zone 3 (Note 1)	UEAL4	NA
		4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
		Interoffice Channel - Dedicated - 4-wire VG - FacilityTermination per month	U1TV4	NA
		Interoffice Channel - Dedicated - 4-wire VG - per mile per month	1L5XX	NA
		Non-Recurring Charges - New EEL (Note 2)(Note 3)		
		NRC- 4-wire VG interoffice - 1st	U1TV4	NA
		NRC- 4-wire VG interoffice - Add'l	U1TV4	NA
		NRC-4-wire VG Local Loop - 1st	UEAL4	NA
		NRC-4-wire VG Local Loop - Add'l	UEAL4	NA
		NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Electror	SOMEC	NA
		NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA
		NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA
		NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA
		NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA
		NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA
		4-wire 56 kbps Interoffice Channel and 4-wire 56kbps Local Loop:		
		Recurring Charges		
		4-wire 56kbps Loop per month, Zone 1 (Note 1)	UDL56	$26.44
		4-wire 56kbps Loop per month, Zone 2 (Note 1)	UDL56	$26.42
		4-wire 56kbps Loop per month, Zone 3 (Note 1)	UDL56	$46.53
		4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA
		Interoffice Channel - Dedicated - 4-wire 56kbps - FacilityTermination per month	U1TD5	$16.45
		Interoffice Channel - Dedicated - 4-wire 56kbps - per mile per month	1L5XX	$0.0222
		Non-Recurring Charges - New EEL (Note 2)(Note 3)		
		NRC- 4-wire 56kbps interoffice - 1st	U1TD5	$79.61
		NRC- 4-wire 56kbps interoffice - Add'l	U1TD5	$36.08
		NRC-4-wire 56kbps Local Loop - 1st	UDL56	$348.55
		NRC-4-wire 56kbps Local Loop - Add'l	UDL56	$241.20
		NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMEC	$3.50
		NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	$37.88
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	$27.36
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	NA
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination -	SOMAN	NA
4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop:		
Recurring Charges		
4-wire 64kbps Loop per month, Zone 1 (Note 1)	UDL64	$26.44
4-wire 64kbps Loop per month, Zone 2 (Note 1)	UDL64	$30.53
4-wire 64kbps Loop per month, Zone 3 (Note 1)	UDL64	$46.53
4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - 4-wire 64kbps - FacilityTermination per month	U1TD6	$16.45
Interoffice Channel - Dedicated - 4-wire 64kbps - per mile per month	1L5XX	$0.0222
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- 4-wire 64kbps interoffice - 1st	U1TD6	$79.61
NRC- 4-wire 64kbps interoffice - Add'l	U1TD6	$36.08
NRC-4-wire 64kbps Local Loop - 1st	UDL64	$348.55
NRC-4-wire 64kbps Local Loop - Add'l	UDL64	$241.20
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMEC	$3.50
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	NA
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	$37.55
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	$37.55
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	$18.03
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination -	SOMAN	$18.03
Network Elements used in Existing Combinations at UNE Rates (Note4)	USOC	GA
Local Loop:		
2-Wire Analog Voice Grade Loop - Service Level 2		
2-Wire Analog Voice Grade Loop - per mile per month	UNCVX	$0.00
2-Wire Analog Voice Grade Loop -per month	UEAL2	NA
Zone 1	UEAL2	$15.40
Zone 2	UEAL2	$17.78
Zone 3	UEAL2	$28.26
Zone 4	UEAL2	NA
NRC - Ordinarily Combined in GA (Note 5)		
NRC - 1st	UEAL2	$104.17
NRC - Add'l	UEAL2	$78.10
NRC - Disconnect Charge - 1st	UEAL2	NA
NRC - Disconnect Charge - Add'l	UEAL2	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
2-Wire Analog Voice Grade Loop - Service Level 2 - (reverse battery)		
2-Wire Analog Voice Grade Loop - Loop[Start - per mile per month	1L5ND	$0.00
2-Wire Analog Voice Grade Loop - Rev Bat - per month	UEAR2	NA
Zone 1	UEAR2	$16.84

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			Zone 2	UEAR2	$19.45
			Zone 3	UEAR2	$30.92
			Zone 4	UEAR2	NA
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - 1st	UEAR2	$104.17
			NRC - Add'l	UEAR2	$78.10
			NRC - Disconnect Charge - 1st	UEAR2	NA
			NRC - Disconnect Charge - Add'l	UEAR2	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
			NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
			NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
			NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
			4-Wire Analog Voice Grade Loop		
			4-Wire Analog Voice Grade Loop per mile per month	1L5ND	$0.00
			Zone 1	UEAL4	$22.88
			Zone 2	UEAL4	$26.42
			Zone 3	UEAL4	$41.99
			Zone 4	UEAL4	NA
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - 1st	UEAL4	$206.95
			NRC - Add'l	UEAL4	$170.57
			NRC - Disconnect Charge - 1st	UEAL4	NA
			NRC - Disconnect Charge - Add'l	UEAL4	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
			NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
			NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
			NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
			2-Wire ISDN Digital Grade Loop		
			2-Wire ISDN Loop per mile per month	1L5ND	$0.00
			2-Wire ISDN Digital Grade Loop per month	U1L2X	NA
			Zone 1	U1L2X	$21.89
			Zone 2	U1L2X	$25.27
			Zone 3	U1L2X	$40.17
			Zone 4	U1L2X	NA
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - 1st	U1L2X	$233.38
			NRC - Add'l	U1L2X	$180.35
			NRC - Disconnect Dharge - 1st	U1L2X	NA
			NRC - Disconnect Charge - Add'l	U1L2X	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
			NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
			NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
			NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
			4-Wire 56 kbps Digital Grade Loop		
			4-Wire 56 kbps Digital Grade Loop per mile per month	1L5ND	$0.00
			4-Wire 56 kbps Digital Grade Loop per month	UDL56	NA
			Zone 1	UDL56	$26.44
			Zone 2	UDL56	$30.53
			Zone 3	UDL56	$46.53
			Zone 4	UDL56	NA
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - 1st	UDL56	$348.55
			NRC - Add'l	UDL56	$241.20
			NRC - Disconnect Dharge - 1st	UDL56	NA
			NRC - Disconnect Charge - Add'l	UDL56	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
			NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
			NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
			NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
			4-Wire 64 kbps Digital Grade Loop		
			4-Wire 64 kbps Digital Grade Loop per mile per month	1L5ND	$0.00
			4-Wire 64 kbps Digital Grade Loop per month	UDL64	NA
			Zone 1	UDL64	$26.44
			Zone 2	UDL64	$30.53
			Zone 3	UDL64	$46.53
			Zone 4	UDL64	NA
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - 1st	UDL64	$348.55
			NRC - Add'l	UDL64	$241.20
			NRC - Disconnect Dharge - 1st	UDL64	NA
			NRC - Disconnect Charge - Add'l	UDL64	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
			NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
			NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
			NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
			4-Wire DS1 Digital Loop		

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			4-Wire DS1 Digital Loop per mile per month	1L5ND	$0.00
			4-Wire DS1 Digital Loop per month	USLXX	NA
			Zone 1	USLXX	$52.40
			Zone 2	USLXX	$60.51
			Zone 3	USLXX	$96.18
			Zone 4	USLXX	NA
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - 1st	USLXX	$429.98
			NRC - Add'l	USLXX	$268.18
			NRC - Disconnect Charge - 1st	USLXX	NA
			NRC - Disconnect Charge - Add'l	USLXX	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$8.42
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
			NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
			NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
			NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
			DS3 Local Loop		
			per mile per month	1L5ND	$8.90
			facitility termination per month	UE3PX	$390.34
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - Facility Termination - 1st	UE3PX	$639.50
			NRC - Facility Termination - Add'l	UE3PX	$426.40
			NRC - Facility Termination - Disconnect - 1st	UE3PX	$122.31
			NRC - Facility Termination - Disconnect - Add'l	UE3PX	$119.14
			NRC - Manual Svc Order, per LSR	SOMAN	NA
			NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
			NRC - Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.55
			NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.55
			NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$18.03
			NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$18.03
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
			NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
			NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
			NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
			STS-1 Local Loop		
			per mile per month	1L5ND	$8.90
			facitility termination per month	UDLS1	$421.59
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - STS-1 - Facility Termination - 1st	UDLS1	$639.50
			NRC - STS-1 - Facility Termination - Add'l	UDLS1	$426.40
			NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	$122.31
			NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	$119.14
			NRC - Manual Svc Order, per LSR	SOMAN	NA
			NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.55
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.55
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$18.03
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Ad	SOMAN	$18.03
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
OC-3 Local Loop		
per mile per month	1L5ND	$6.75
facility termiantion per month		$630.21
NRC - Ordinarily Combined in GA (Note 5)		
NRC - OC3 - Facility Termination - 1st		$947.69
NRC - OC3 - Facility Termination - Add'l		$413.00
NRC - OC3 - Facility Termination - Disconnect - 1st		$122.31
NRC - OC3 - Facility Termination - Disconnect - Add'l		$119.14
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.55
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.55
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$18.03
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$18.03
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
OC-12 Local Loop		
per mile per month	1L5ND	$8.31
facility termination per month		$2,109.00
NRC - Ordinarily Combined in GA (Note 5)		
NRC - OC12 - Facility Termination - 1st		$1,162.00
NRC - OC12 - Facility Termination - Add'l		$413.00
NRC - OC12 - Facility Termination - Disconnect - 1st		$122.31
NRC - OC12 - Facility Termination - Disconnect - Add'l		$119.14
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	$37.55
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	$37.55
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$18.03
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$18.03
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
OC-48 Local Loop		
per mile per month	1L5ND	$27.25
facility termination per month		$1,598.00

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].	
			OC-12 Interface on OC-48 Loop per month	$594.80
			NRC - Ordinarily Combined in GA (Note 5)	
			NRC - OC48 - Facility Termination - 1st	$1,162.00
			NRC - OC48 - Facility Termination - Add'l	$413.00
			NRC - OC48 - Interface OC12 on OC48 - 1st	$539.36
			NRC - OC48 - Interface OC12 on OC48 - Add'l	$317.38
			NRC - OC48 - Facility Termination - Disconnect - 1st	$122.31
			NRC - OC48 - Facility Termination - Disconnect - Add'l	$119.14
			NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	$122.31
			NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	$119.14
			NRC - Electronic Svc Order, per LSR	SOMEC $3.50
			NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect	SOMAN $37.55
			NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect	SOMAN $37.55
			NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN $37.55
			NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN $37.55
			NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN $18.03
			NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN $18.03
			NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Ord	SOMAN $18.03
			NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Ord	SOMAN $18.03
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)	
			NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC $58.43
			NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC $26.99
			NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC $12.61
			NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC $12.61
			Local Channels:	
			Local Channel - Dedicated - 2-Wire VG	
			Monthly Recurring per month	ULDV2 $13.91
			Monthly Recurring per mile per month	1L5NC $0.00
			NRC - Ordinarily Combined in GA (Note 5)	
			NRC - 2-wire VG Local Channel - 1st	ULDV2 $245.43
			NRC - 2-wire VG Local Channel -Add'l	ULDV2 $33.90
			NRC - Electronic Svc Order, per LSR	SOMEC $3.50
			NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN $33.63
			NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN $27.49
			NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN $22.24
			NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN $8.08
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)	
			NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC $58.43
			NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC $26.99
			NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC $12.61
			NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC $12.61
			Local Channel - Dedicated - 2-Wire VG - Rev Bat.	
			Monthly Recurring per month	ULDR2 $13.91
			Monthly Recurring per mile per month	1L5NC $0.00
			NRC - Ordinarily Combined in GA (Note 5)	
			NRC - 2-wire VG Local Channel - 1st	ULDR2 $245.43
			NRC - 2-wire VG Local Channel -Add'l	ULDR2 $33.90
			NRC - Electronic Svc Order, per LSR	SOMEC $3.50
			NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN $33.63
			NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN $27.49
			NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN $22.24

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].	
			NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	$8.08
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
			NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
			NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
			NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
			Local Channel - Dedicated - 4-Wire VG		
			Monthly Recurring per month	ULDV4	$14.99
			Monthly Recurring per mile per month	1L5NC	$0.00
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC-4-wire VG Local Channel - 1st	ULDV4	$245.43
			NRC-4-wire VG Local Channel - Add'l	ULDV4	$33.90
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	$33.63
			NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.49
			NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconn	SOMAN	$22.24
			NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconn	SOMAN	$8.08
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
			NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
			NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
			NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
			Local Channel - Dedicated - DS1		
			DS1 Monthly Recurring per month	ULDF1	$38.36
			Monthly Recurring per mile per month	1L5NC	$0.00
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - DS1 Local Channel - 1st	ULDF1	$166.88
			NRC - DS1 Local Channel - Add'l	ULDF1	$84.14
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	$65.60
			NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$33.53
			NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1s	SOMAN	$35.76
			NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnec - Ad	SOMAN	$14.05
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
			NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
			NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
			NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
			Local Channel - Dedicated - DS3	USOC	GA
			DS3 Local Channel - per mile per month	1L5NC	$6.92
			DS3 Local Channel - Facility Termination per month	ULDF3	$515.91
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - DS3 Local Channel Facility Termination - 1st	ULDF3	$639.50
			NRC - DS3 Local Channel - Facility Termination - Add'l	ULDF3	$426.40
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.55
			NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.55
			NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1s	SOMAN	$18.03
			NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnec - Ad	SOMAN	$18.03
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$71.04
			NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$39.60
			NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00
			NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00
			Local Channel - Dedicated - STS-1		
			STS-1 Local Channel - per mile per month	1L5NC	$6.92
			STS-1 Local Channel - Facility Termination per month	ULDFS	$517.56
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - STS-1 Local Channel Facility Termination - 1st	ULDFS	$761.81
			NRC - STS-1 Local Channel - Facility Termination - Add'l	ULDFS	$545.54
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.55
			NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.55
			NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect -	SOMAN	$18.03
			NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnec - A	SOMAN	$18.03
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
			NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
			NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
			NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'	UNCCC	$12.61
			Local Channel - OC3		
			Local Channel - OC3 - per Mile	1L5NC	$6.75
			Local Channel - OC3 - per Facility Termination	TBA	$630.21
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - OC3 - Facility Termination - 1st	TBA	$947.69
			NRC - OC3 - Facility Termination - Add'l	TBA	$413.00
			NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	$122.31
			NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	$119.14
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.55
			NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.55
			NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$18.03
			NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$18.03
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
			NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
			NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
			NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
			Local Channel - OC12	USOC	GA
			Local Channel - OC12 - per Mile	1L5NC	$8.31
			Local Channel - OC12 - per Facility Termination	TBA	$2,109.00
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - OC12 - Facility Termination - 1st	TBA	$1,162.00
			NRC - OC12 - Facility Termination - Add'l	TBA	$413.00
			NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	$122.31
			NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	$119.14
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	$37.55
			NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	$37.55
			NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$18.03

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$18.03
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
		NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
		NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
		NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add	UNCCC	$12.61
		Local Channel - OC48	USOC	GA
		Local Channel - OC48 - per Mile	1L5NC	$27.25
		Local Channel - OC48 - per Facility Termination	TBA	$1,598.00
		Local Channel - OC12 interface on OC48 Facility	TBA	$594.80
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - OC48 - Facility Termination - 1st	TBA	$1,162.00
		NRC - OC48 - Facility Termination - Add'l	TBA	$413.00
		NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	$539.36
		NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	$317.38
		NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	$122.31
		NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	$119.14
		NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	$122.31
		NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	$119.14
		NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
		NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	$18.03
		NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	$18.03
		NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	$18.03
		NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	$18.03
		NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	$37.55
		NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	$37.55
		NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	$37.55
		NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Ad	SOMAN	$37.55
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
		NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
		NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
		NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add	UNCCC	$12.61
		Interoffice Channels:		
		Interoffice Channel - Dedicated - 2-wire VG		
		Interoffice Channel - Dedicated 2-wire VG - per mile per month	1L5XX	$0.0222
		Interoffice Channel - Dedicated 2-wire VG - Facility Termination per month	U1TV2	$17.07
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - 2-wire VG Interoffice Channel - Facility Termination - 1st	U1TV2	$79.61
		NRC - 2-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV2	$36.08
		NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
		NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	$18.94
		NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Add'	SOMAN	$18.94
		NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disc	SOMAN	NA
		NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disc	SOMAN	NA
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
		NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
		NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
		NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
Interoffice Channel - Dedicated - 4-wire VG		
Interoffice Channel - Dedicated 4-wire VG - per mile per month	1L5XX	NA
Interoffice Channel - Dedicated 4-wire VG - Facility Termination per month	U1TV4	NA
NRC - Ordinarily Combined in GA (Note 5)		
NRC - 4-wire VG Interoffice Channel - Facility Termination - 1st	U1TV4	NA
NRC - 4-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV4	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Add'	SOMAN	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disco	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
Interoffice Channel - Dedicated - DS0 - 56kbps		
Interoffice Channel - Dedicated - DS0 - 56kbps - per mile per month	1L5XX	$0.0222
Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per month	U1TD5	$16.45
NRC - Ordinarily Combined in GA (Note 5)		
NRC - 4-wire 56kbps Interoffice Channel - Facility Termination - 1st	U1TD5	$79.61
NRC - 4-wire 56 kbps Interoffice Channel - Facility Termination - Add'l	U1TD5	$36.08
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order -	SOMAN	$18.94
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order -	SOMAN	$18.94
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order -	SOMAN	NA
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order -	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
Interoffice Channel - Dedicated - DS0 - 64kbps		
Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month	1L5XX	$0.0222
Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per month	U1TD6	$16.45
NRC - Ordinarily Combined in GA (Note 5)		
NRC - 4-wire 64kbps Interoffice Channel - Facility Termination - 1st	U1TD6	$79.61
NRC - 4-wire 64 kbps Interoffice Channel - Facility Termination - Add'l	U1TD6	$36.08
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order -	SOMAN	$18.94
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order -	SOMAN	$18.94
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order -	SOMAN	NA
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order -	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
Interoffice Channel - Dedicated - DS1		
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.4523

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].	
			Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$78.47
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - DS1 Interoffice Channel - Facility Termination - 1st	U1TF1	$169.57
			NRC - DS1 Interoffice Channel - Facility Termination - Add'l	U1TF1	$112.77
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	$23.98
			NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$17.77
			NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec	SOMAN	$15.13
			NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec	SOMAN	$7.02
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
			NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
			NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
			NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
			Interoffice Channel - Dedicated - DS3 - per mile per month		
			Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	$6.46
			Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	$717.60
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - DS3 Interoffice Channel - Facility Termination - 1st	U1TF3	$578.97
			NRC - DS3 Interoffice Channel - Facility Termination - Add'l	U1TF3	$312.17
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	$51.27
			NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.87
			NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec	SOMAN	$30.42
			NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec	SOMAN	$18.76
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
			NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
			NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
			NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
			Interoffice Channel - Dedicated - STS-1		
			Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	$2.72
			Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	$788.00
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - STS-1 Interoffice Channel - Facility Termination - 1st	U1TFS	$587.08
			NRC - STS-1 Interoffice Channel - Facility Termination - Add'l	U1TFS	$238.28
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	$61.19
			NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$61.19
			NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconne	SOMAN	$3.17
			NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconne	SOMAN	$3.17
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
			NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
			NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
			NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'	UNCCC	$12.61
			Interoffice Channel - OC3		
			Interoffice Channel - OC3 - per Mile	1L5XX	$4.37
			Interoffice Channel - OC3 - per Facility Termination	TBA	$2,187.00
			NRC - Ordinarily Combined in GA (Note 5)		

			New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
			NRC - OC3 - Facility Termination - 1st	TBA	$947.69
			NRC - OC3 - Facility Termination - Add'l	TBA	$413.00
			NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	$122.31
			NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	$119.14
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$37.55
			NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$37.55
			NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$18.03
			NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$18.03
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
			NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
			NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
			NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
			Interoffice Channel - OC12		
			Interoffice Channel - OC12 - per Mile	1L5XX	$15.05
			Interoffice Channel - OC12 - per Facility Termination	TBA	$8,202.00
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - OC12 - Facility Termination - 1st	TBA	$1,034.00
			NRC - OC12 - Facility Termination - Add'l	TBA	$317.38
			NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	$122.31
			NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	$119.14
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	$37.55
			NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	$37.55
			NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$18.03
			NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$18.03
			NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
			NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
			NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
			NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
			NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add	UNCCC	$12.61
			Interoffice Channel - OC48		
			Interoffice Channel - OC48 - per Mile	1L5XX	$25.70
			Interoffice Channel - OC48 - per Facility Termination	TBA	$11,134.00
			Interoffice Channel - OC12 interface on OC48 Facility	TBA	$1,137.00
			NRC - Ordinarily Combined in GA (Note 5)		
			NRC - OC48 - Facility Termination - 1st	TBA	$1,034.00
			NRC - OC48 - Facility Termination - Add'l	TBA	$317.38
			NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	$539.36
			NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	$317.38
			NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	$122.31
			NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	$119.14
			NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	$122.31
			NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	$37.55
			NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
			NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	$37.55
			NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'	SOMAN	$37.55
			NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	$37.55
			NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	$18.03
			NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	$18.03

		New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
		NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	$18.03
		NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	$18.03
		NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Ad	SOMAN	$18.03
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
		NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
		NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
		NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add	UNCCC	$12.61
		Channelization:		
		DS3 Channelization		
		DS3 Channelized System per month	MQ3	$182.04
		DS3 Interface per month (DS1 COCI)	UC1D1	$11.02
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - DS3 Channelization - 1st	MQ3	$316.28
		NRC - DS3 Channelization - Add'l	MQ3	$171.72
		NRC - Channel Activation - 1st	UC1D1	$12.02
		NRC - Channel Activation - Addl	UC1D1	$8.66
		NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
		NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	$50.72
		NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.45
		NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconnect - 1	SOMAN	$30.09
		NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconnect - A	SOMAN	$18.56
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
		NRC-DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
		NRC- DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect -	UNCCC	$12.61
		NRC- DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect -	UNCCC	$12.61
		DS1 Channelization		
		DS1 Channelized System per month	MQ1	$126.22
		OCU-DP(data) interface card per month (2.4-64kbs)	1D1DD	$1.86
		VG interface card per month	1D1VG	$1.17
		2-wire ISDN(BRITE card) per month	UC1CA	$3.71
		NRC - Ordinarily Combined in GA (Note 5)		
		NRC - DS1 Channelization - 1st	MQ1	$206.09
		NRC - DS1 Channelization - Add'l	MQ1	$137.06
		NRC - Channel Activation VG - 1st	1D1VG	$12.02
		NRC - Channel Activation VG - Add'l	1D1VG	$8.66
		NRC - Channel Activation OCU-DP- 1st	1D1DD	$12.02
		NRC - Channel Activation OCU-DP- Add'l	1D1DD	$8.66
		NRC - Channel Activation BRITE - 1st	UCICA	$12.02
		NRC - Channel Activation BRITE - Add'l	UCICA	$8.66
		NRC - Electronic Svc Order, per LSR	SOMEC	$3.50
		NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	$14.75
		NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$6.55
		NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconnect - 1	SOMAN	$10.70
		NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconnect - A	SOMAN	$0.00
		NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
		NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
		NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
Access to DCS - Customer Reconfiguration (FlexServ)		
DS1 DSC Termination with DS0 Switching		$22.86
DS1 DSC Termination with DS1 Switching		$8.64
DS3 DSC Termination with DS1 Switching		$151.85
NRC - Ordinarily Combined in GA:		
NRC - Customer Configuration Establishment		$2.91
NRC - Customer Configuration Establishment - Disconnect		$3.36
NRC- DS1 DSC Termination with DS0 Switching - 1st		$32.07
NRC- DS1 DSC Termination with DS0 Switching - Add'l		$31.49
NRC- DS1 DSC Termination with DS0 Switching - Disconnect - 1st		$20.16
NRC- DS1 DSC Termination with DS0 Switching - Disconnect - Add'l		$20.16
NRC- DS1 DSC Termination with NRC- DS1 Switching - 1st		$18.07
NRC- DS1 DSC Termination with NRC- DS1 Switching - Add'l		$17.49
NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - 1st		$12.10
NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - Add'l		$12.10
NRC- DS3 DSC Termination with DS1 Switching - 1st		$32.07
NRC- DS3 DSC Termination with DS1 Switching - Add'l		$31.49
NRC- DS3 DSC Termination with DS1 Switching - Disconnect - 1st		$20.16
NRC- DS3 DSC Termination with DS1 Switching - Disconnect - Add'l		$20.16
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-DCS COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
NRC-DCS COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
NRC- DCS COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
NRC- DCS COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
Node (Synchronet)		
Node per month	UNCNT	$13.98
NRC - Ordinarily Combined in GA:		
NRC - Node - 1st	UNCNT	$47.19
NRC - Node - Add'l	UNCNT	$4.47
NRC - Node - Disconnect - 1st	UNCNT	$13.81
NR C - Node - Disconnect - Add'l	UNCNT	$3.95
NRC - Node - Incremental Charge - Manual Service Order - 1st	SOMAN	$21.73
NRC - Node - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Node - Incremental Charge - Manual Service Order - Disconnect -1st	SOMAN	$3.87
NRC - Node - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-Node - "Switch As Is" Conversion Charge - 1st	UNCCC	$58.43
NRC-Node - "Switch As Is" Conversion Charge - Add'l	UNCCC	$26.99
NRC- Node - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$12.61
NRC- Node - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$12.61
Optional Features & Functions:		
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channe	CCOEF	$184.62
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channe	CCOEF	$23.78
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channe	CCOEF	$2.03
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channe	CCOEF	$0.79
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - Manual Service O	SOMAN	$29.33
NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - Manual Service O	SOMAN	$3.93
NRC - Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel	CCOSF	$184.62

	New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable].		
	NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channe	CCOSF	$23.78
	NRC - Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel	CCOSF	$2.03
	NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channe	CCOSF	$0.79
	NRC - Clear Channel Capability (B8ZS/SF) Option - Subsequent - Manual Service O	SOMAN	$29.33
	NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - Manual Service O	SOMAN	$3.93
	Notes :		
	Interim rates subject to true-up.		
1	Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accomodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/docs/interconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.		
2	New EELs will only be available in the State of Georgia and in density Zone 1 of the following MSAs in the BellSo		
	Florida - Miami, Orlando, Ft. Lauderdale		
	Louisiana - New Orleans		
	N. Carolina - Greensboro, Charlotte		
	Tennessee - Nashville		
3	Unapproved rates are subject to true up.		
4	Add together the recurring rates of all the applicable network elements in order to obtain total monthly recurring ra		
	* Examples:		
	- 2-wire VG Loop + Voice Grade Interface Card + DS1 Channelization System + DS1 Interoffice Channel		
	- DS1 Loop + DS1 Interface Card + DS3 Channelization System + DS3 Interoffice Channel		
	- DS3 Local Channel + DS3 Interoffice Channel + DS3 Channelization System + DS1 Interface Card		
5	The Ordinarily Combined in GA NRC applies to new combinations within the State of Georgia.		
6	The "Switch As Is" NRC is a conversion charge. One SAI charge is applicable per circuit.		

DESCRIPTION	USOC	GA
Operational Support Systems		
Recovery of incremental OSS costs, per CLP, per month		NA
RC - OSS OLEC Daily Usage File: Recording, Per Message		$0.0001275
RC- OSS OLEC Daily Usage File: Message Processing, Per Message		$0.0082548
RC - OSS OLEC Daily Usage File: Message Distribution, Per Magnetic Tape		$28.85
RC - OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), Per		$0.0000434
Access Daily Usage File (ADUF)		
RC - ADUF, Message Processing, per message		$0.0136327
RC - ADUF, Message Distribution, per Magnetice Tape provisioned		NA
RC - ADUF, Data Transmision (CONNECT:DIRECT), per message		$0.0000434
Enhanced Optional Daily Usage File (EODUF)		
Enhanced Optional Daily Usage File: Message Processing , Per Message		$0.0034555
Enhanced Optional Daily Usage File: Message Processing, per magnetic tape		NA
Enhanced Optional Daily Usage File: Data Transmision (CONNECT:DIRECT),		NA
SWA 8XX Toll Free Dialing Ten Digit Screening Service (Note 1)		
8XX Access Ten Digit Screening (all types), per call (Note 2)	N/A	$0.0004868
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery		
per query	N/A	NA
for 8XX Numbers, with Optional Complex Features, per query	N/A	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery		
per query	N/A	NA
with Optional Complex Features, per query	N/A	NA
8XX Access Ten Digit Screening Svc. W/800 No. Delivery		
per message	N/A	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery		
per message	N/A	NA
with Optional Complex Features, per message	N/A	NA
Reservation Charge per 8XX number reserved		
NRC - 1st	N8R1X	$6.57
NRC - Add'l	N8R1X	$0.76
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations		
NRC - 1st	N/A	$12.81
NRC - Add'l	N/A	$1.45
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
Per 8XX # Established with POTS Translations		
NRC - 1st	N8FTX	$12.81
NRC - Add'l	N8FTX	$1.45
NRC - Disconnect Charge - 1st	N8FTX	NA
NRC - Disconnect Charge - Add'l	N8FTX	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
Customized Area of Service per 8XX Number		
NRC - 1st	N8FCX	$4.46
NRC - Add'l	N8FCX	$2.23

DESCRIPTION	USOC	GA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #		
NRC - 1st	N8FMX	$5.22
NRC - Addl'l	N8FMX	$2.99
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Change Charge per request		
NRC - 1st	N8FAX	$7.33
NRC - Addl'l	N8FAX	$0.76
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
Call Handling and Destination Features		
NRC - 1st	N8FDX	$4.72
NRC - Add'l	N8FDX	$4.46
LINE INFORMATION DATABASE ACCESS (LIDB)		
LIDB Common Transport per query	OQT	$0.0000338
LIDB Validation per query	OQU	$0.0105974
LIDB Originating Point Code Establishment or Change - NRC	N/A	$50.30
NRC - Incremental Charge - Electronic Service Order		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
CCS7 SIGNALING TRANSPORT SERVICE		
CCS7 Signaling Connection, per link (A link) per month		$17.05
NRC		$131.96
NRC - Disconnect		NA
NRC - Incremental Charge - Manual Service Order	SOMAN	$13.94
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month		$17.05
NRC		$131.96
NRC - Disconnect		NA
NRC - Incremental Charge - Manual Service Order	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA
CCS7 Signaling Termination, per STP port per month		$133.99
CCS7 Signaling Usage, per ISUP message		$0.0000354
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage, per TCAP message		$0.0000870
(applicable when measurement and billing capability exists.)		
CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)		$340.67
CCS7 Signaling Point Code, Establishment or Change, per STP affected		
NRC		$62.00
OPERATOR CALL PROCESSING		
Operator Provided Call Handling per min - Using BST LIDB	N/A	$0.9680296
Call Completion Access Termination Charge per call attempt	N/A	NA
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	$1.02
Call Completion Access Termination Charge per call attempt	N/A	NA
Operator Provided Call Handling, per call	N/A	NA
Fully Automated Call Handling per call - Using BST LIDB	N/A	$0.0776409
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	$0.0976984
Professional recording of name (OCP alone)	USOD1	$7,000.00
Professional recording of name (DA and OCP alone)	USOD1	$7,000.00

DESCRIPTION	USOC	GA
DRAM or front-end loading, per TOPS switch	USOD2	$250.00
AABS or back-end loading, per IVS	USOD2	$225.00
EBAS or 0- automation loading, per NAV shelf	USOD2	$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	NA
INWARD OPERATOR SERVICES		
Verification, per minute	N/A	$0.921083
Verification and Emergency Interrupt, per minute	N/A	$0.921083
Verification, per call	VIL	NA
Verification and Emergency Interrupt, per call	N/A	NA
DIRECTORY ASSISTANCE SERVICES		
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	$0.10
Call Completion Access Term charge per completed call	N/A	NA
Number Services Intercept per query	N/A	$0.0097497
Number Services Intercept per Intercept Query Update	N/A	NA
Directory Assistance Access Service Calls, per call	N/A	$0.275
Professional recording of name (DA alone)	N/A	$3,000.00
Professional recording of name (DA and OCP alone)	N/A	$7,000.00
DRAM or front-end loading, per TOPS switch	N/A	$250.00
AABS or back-end loading, per IVS	N/A	$225.00
EBAS or 0- automation loading, per NAV shelf	N/A	$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	NA
Directory Transport		
Directory Transport - Local Channel DS1, per month	N/A	$38.36
NRC - 1st	N/A	$356.15
NRC - Add'l	N/A	$312.89
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge-Manual Svc Order - NRC - 1st	SOMAN	$44.22
NRC - Incremental Charge-Manual Svc Order - NRC -addl		NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	$0.4523
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	N/A	$78.47
NRC - 1st	N/A	$147.07
NRC - Add'l	N/A	$111.75
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$18.94
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA
Switched Common Transport per DA Access Service per call	N/A	$0.0002906
Switched Common Transport per DA Access Service per call per mile	N/A	$0.0000186
Access Tandem Switching per DA Access Service per call	N/A	$0.0019152
DA Interconnection, per DA Access Service Call	N/A	$0.00269
Directory Transport-Installation NRC, per trunk or signaling connection	N/A	
NRC - 1st	N/A	$204.23
NRC - Add'l	N/A	$4.42
NRC - Disconnect Charge - 1st	N/A	NA
NRC - Disconnect Charge - Add'l	N/A	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$44.22

DESCRIPTION	USOC	GA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA
NRC - Manual Service Order - 1st		NA
NRC - Manual Service Order - Add'l		NA
Directory Assistance Database Service (DADS)		
Directory Assistance Database Service charge per listing	N/A	$0.0445
Directory Assistance Database Service, per month	DBSOF	$95.50
AIN (Note 4)		
AIN, per message	CAM	NA
AIN - BellSouth AIN SMS Access Service	CAM	
Service Establishment Charge, per state, initial set-up		
NRC	CAMSE	$90.25
NRC - Disconnect	CAMSE	NA
Port Connection - Dial/Shared Access		
NRC	CAMDP	$29.66
NRC - Disconnect	CAMDP	NA
Port Connection - ISDN Access		
NRC	CAM1P	$29.66
NRC - Disconnect	CAM1P	NA
User ID Codes - per User ID Code		
NRC	CAMAU	$84.43
NRC - Disconnect	CAMAU	NA
Security Card per User ID Code, initial or replacement		
NRC	CAMRC	$35.44
NRC - Disconnect	CAMRC	NA
Storage, per unit (100Kb)	N/A	$0.0023
Session per minute	N/A	$0.0795604
C0. Performed Session, per minute		
AIN - BellSouth AIN Toolkit Service		
AIN, Service Creation Tools	CAMBP	NA
Service Establishment Charge, per state, initial set-up		
NRC	BAPSC	$86.74
NRC - Disconnect	BAPSC	NA
Training Session, per customer		
NRC	BAPVX	$8,348.00
NRC - Disconnect	BAPVX	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt		
NRC	BAPTT	$19.13
NRC - Disconnect	BAPTT	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay		
NRC	BAPTD	$114.80
NRC - Disconnect	BAPTD	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate		
NRC	BAPTM	$19.13
NRC - Disconnect	BAPTM	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP		
NRC	BAPTO	$70.06
NRC - Disconnect	BAPTO	NA
Trigger Access Charge, per trigger, per DN, CDP		
NRC	BAPTC	$70.06
NRC - Disconnect	BAPTC	NA
Trigger Access Charge, per trigger, per DN, Feature Code		

DESCRIPTION	USOC	GA
NRC	BAPTF	$70.06
NRC - Disconnect	BAPTF	NA
Query Charge, per query		$0.0209223
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query		$0.0053137
SCP Storage Charge, per SMS Access Acct, per 100 Kb	N/A	$1.46
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	$15.96
NRC	BAPMS	$22.64
NRC - Disconnect	BAPMS	NA
Special Study - per AIN Toolkit Service Subscription	BAPLS	$0.0861109
NRC	BAPLS	$22.64
NRC - Disconnect	BAPLS	NA
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	$15.87
NRC	BAPDS	$22.64
NRC - Disconnect	BAPDS	NA
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	$0.0028704
NRC	BAPES	$22.64
NRC - Disconnect	BAPES	NA
CALLING NAME (CNAM) QUERY SERVICE		
CNAM (Database Owner), Per Query	N/A	$0.016
CNAM (Non-Database Owner), Per Query *	N/A	$0.01
NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI)	N/A	$595.00
* Volume and term arrangements are also available.		
SELECTIVE ROUTING (Note 5)		
Per Line or PBX Trunk, each		NA
NRC		NA
Customized routing per unique line class code, per request, per switch		
NRC	USRCR	$180.62
NRC - Incremental Charge - Manual Service Order		$18.94
VIRTUAL COLLOCATION		
2-wire Cross-Connect		
RC	UEAC2	$0.30
NRC - 1st	UEAC2	$12.60
NRC - Add'l	UEAC2	$12.60
NRC - 1st - Manual Service Order		NA
NRC - Add'l - Manual Service Order		NA
NRC - Disconnect - 1st	UEAC2	NA
NRC - Disconnect - Add'l	UEAC2	NA
4-wire Cross-Connect		
RC	UEAC4	$0.50
NRC - 1st	UEAC4	$12.60
NRC - Add'l	UEAC4	$12.60
NRC - 1st - Manual Service Order		NA
NRC - Add'l - Manual Service Order		NA
NRC - Disconnect - 1st	UEAC4	NA
NRC - Disconnect - Add'l	UEAC4	NA
2-fiber Cross-Connect		
RC	CNC2F	$15.64
NRC - 1st	CNC2F	$41.56
NRC - Add'l	CNC2F	$29.82
NRC - Disconnect - 1st	CNC2F	NA

DESCRIPTION	USOC	GA
NRC - Disconnect - Add'l	CNC2F	NA
4-fiber Cross-Connect		
RC	CNC4F	$28.11
NRC - 1st	CNC4F	$50.53
NRC - Add'l	CNC4F	$38.78
NRC - Disconnect - 1st	CNC4F	NA
NRC - Disconnect - Add'l	CNC4F	NA
DS1 Cross-Connects		
RC		NA
NRC - 1st		NA
NRC - Add'l		NA
NRC - Manual Service Order - 1st		NA
NRC - Manual Service Order - Add'l		NA
DS3 Cross-Connects		
RC		NA
NRC - 1st		NA
NRC - Add'l		NA
NRC - Manual Service Order - 1st		NA
NRC - Manual Service Order - Add'l		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 ta		
Interim rates subject to true-up.		
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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Supergroup Architecture ..... Exhibit E

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 only to the provision of network interconnection where XO provides switching through facilities other than those owned by BellSouth.

1.1 Network Interconnection for Call Transport and Termination may be provided by the Parties at any technically feasible point. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.

1.1.1 An Interconnection Point (IP) is the physical telecommunications equipment interface that performs the interconnection function for BellSouth and XO. Each Party is responsible for providing the network on its side of the IP. Furthermore, the IP must be located within the LATA in which Local Traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of that traffic.

1.1.1.2 Pursuant to the provisions of this Attachment, the location of the Interconnection Point shall be established by mutual agreement of the Parties. A minimum of one Interconnection Point shall be established in each LATA in which XO originates or terminates local traffic or delivers ISP-bound traffic and interconnects with BellSouth. In selecting the Interconnection Point, both Parties will act in good faith and select the point which is most efficient for both Parties. Each Party shall be responsible for engineering and maintaining the network on its side of the Interconnection Point. If the Parties are unable to agree to a mutual initial Interconnection Point, each Party, as originating Party, may establish a single Interconnection Point in the LATA for the delivery of its originated Local Traffic, ISP-bound Traffic, and IntraLATA Toll Traffic to the other Party for call transport and termination by the terminating Party. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of Interconnection Point(s). Additional Interconnection Points in a particular LATA may be established by mutual agreement of the Parties. Absent mutual agreement, in order to establish

additional Interconnection Points in a LATA, the traffic from the originating party at the proposed additional Interconnection Point must exceed 8.9 million minutes of Local Traffic and/or ISP-bound Traffic per month for three consecutive months during the busy hour.

1.1.2 The Parties shall implement a bill and keep compensation plan under which neither Party will charge the other Party recurring or nonrecurring charges associated with interconnection trunks (one-way or two-way) and associated, dedicated facilities for the exchange of Local Traffic (non-transit), ISP-bound Traffic, and IntraLATA Toll Traffic during the term of the new interconnection agreement for each state. Both Parties, as appropriate, shall be compensated for the furnishing of interconnection trunks and facilities for the exchange of Transit Traffic. Each Party has the obligation to install the appropriate trunks and associated facilities on its respective side of the Interconnection Point and is responsible for bearing its own costs on its side of the Interconnection Point. In the event that a Party chooses to lease facilities from the other Party in lieu of installing facilities on its side of the Interconnection Point such facilities are not subject to "bill and keep," but shall be purchased in accordance with Sections 1.2.1 and 1.2.2 below.

1.1.3 Interconnection via Dedicated Transport Facilities

1.1.4 As part of Local Interconnection Call Transport and Termination Service, the originating Party may obtain Local Channel facilities (i.e., entrance facilities) from the terminating Party from the originating Party's specified Interconnection Point to its Serving Wire Center. The portion of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Local Channel used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.

1.1.5 Either Party may obtain Dedicated Interoffice Transport facilities from its designated Serving Wire Center to the other Party's first point of switching. The portion of Dedicated Interoffice Transport facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Dedicated Interoffice Transport used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.

1.1.6 For the purposes of this Attachment, **Local Channel** (i.e., entrance facility) is defined as a switch transport facility between a Party's Interconnection Point and its Serving Wire Center.

1.1.7 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 Interconnection Point.

1.1.8 For the purposes of this Attachment, **Dedicated Interoffice Transport** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching on the other Party's common (shared) network.

1.1.9 **ADDITIONAL LANGUAGE PROPOSED BY XO**

Notwithstanding the foregoing definitions, to ensure that symmetrical compensation is achieved, XO may charge BellSouth for Local Channel and Dedicated Interoffice Transport facilities in an amount equivalent to that which may be charged by BellSouth to XO for traffic on the same route.

1.3 **Fiber Meet**

1.3.1 **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. Interconnection Point).

1.3.2 If XO elects to interconnect with BellSouth pursuant to a Fiber Meet, XO and BellSouth shall jointly engineer, operate, and maintain 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 DS1, or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, XO's SONET transmission must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

1.3.3 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

1.3.5 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the XO Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet Point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. Unless the Parties otherwise mutually agree, BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point for the Fiber Meet. A building type Common Language Location Identification ("CLLI") code will be established for each Fiber Meet

point. All orders for the interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

1.3.6 Upon verbal request by XO, BellSouth shall allow XO access to the fusion splice point for the Fiber Meet point for maintenance purposes on XO's side of the Fiber Meet point.

1.3.7 Neither Party shall charge the other for the Local Channel portion of the Fiber Meet facility used exclusively for ISP bound Traffic and Local Traffic. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

2. **Interconnection Trunk Group Architectures**

2.1 BellSouth and XO shall establish interconnecting trunk groups and trunk group configurations between networks including the establishment of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the Local Exchange Routing Guide (LERG).

2.2 XO shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of XO's originated local and intraLATA toll traffic and for the receipt and delivery of Transit Traffic. To the extent XO desires to terminate local and intraLATA toll traffic to BellSouth and Transit Traffic to third parties subtending other BellSouth access tandems within the LATA, other than the one XO has established interconnection trunk groups to, XO shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems or order interconnection trunk groups to such other BellSouth access tandems.

2.2.1 Notwithstanding the forgoing, XO shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where XO has homed (i.e. assigned) its NPA/NXXs. XO shall home its NPA/NXXs on the BellSouth tandems that serve the Exchange Rate Center Areas to which the NPA/NXXs are assigned. The specified association between BellSouth tandems and Exchange Rate Centers is defined in the national Local Exchange Routing Guide (LERG). XO shall enter its NPA/NXX access and/or local tandem homing arrangement into the LERG.

2.3 Switched Access traffic will be delivered to and by Interexchange Carriers (IXCs) based on XO's NXX Access Tandem homing arrangement as specified by XO in the LERG.

2.4 Any XO interconnection request that deviates from the interconnection trunk group architectures as described in this Agreement that affects traffic delivered to XO from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require XO to submit a Bona Fide Request/New Business Request (BFR/NBR) via the BFR/NBR Process set forth in General Terms and Conditions.

2.5 Charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and XO are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for Switched Access services.

2.6 For two-way trunk groups that carry both Parties' local and IntraLATA Toll traffic only, excluding trunk groups that carry Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for dedicated transport trunks and facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. XO shall be responsible for ordering and paying for any two-way trunks carrying solely Transit Traffic.

2.7 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.

2.8 In cases where XO is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).

2.9 Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order Confirmation (FOC) shall be returned to the ordering Party within four (4) business days from receipt of a valid, error free ASR. A project is defined as a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling area. Blocking situations and projects shall be managed through the BellSouth Interconnection Trunking Project Management group and XO's equivalent trunking group.

2.10 **Interconnection Trunk Groups for Exchange of Local, IntraLATA Toll and Transit Traffic**

2.10.1 If the Parties' originated local and/or intraLATA toll traffic is utilizing the same two-way trunk group, the Parties shall mutually agree to use this type of two-way interconnection trunk group with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Interconnection Point(s) for two-way interconnection trunk groups transporting both Parties local and/or intraLATA toll shall be mutually agreed upon. XO shall

order such two-way trunks via the Access Service Request (ASR) process in place for Local Interconnection upon determination by the Parties, in a joint planning meeting, that such trunk groups shall be utilized. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business. Furthermore, the Parties shall jointly review such trunk performance and forecasts on a periodic basis. The Parties use of two-way interconnection trunk groups for the transport of local and/or intraLATA toll traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated local and/or intraLATA toll traffic to the other Party.

2.10.2 **BellSouth Access Tandem Interconnection Architectures**

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.

2.10.2.1 **Basic Architecture**

2.10.2.1.1 In this architecture, XO's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between XO and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between XO and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries XO 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 XO. 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.

2.10.2.2 **One-Way Trunk Group Architecture**

2.10.2.2.1 In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries XO-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 XO end-users. A third two-way trunk group is established for XO's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between XO and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries XO 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.

2.10.2.3 **Two-Way Trunk Group Architecture**

2.10.2.3.1 The Two-Way Trunk Group Architecture establishes one two-way trunk group to carry local and intraLATA toll traffic between XO and BellSouth. In addition, a two-way transit trunk group must be established for XO's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between XO and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries XO 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.

2.10.2.4 **Supergroup Architecture**

2.10.2.4.1 In the Supergroup Architecture, the Parties' Local and IntraLATA Toll and XO's Transit Traffic are exchanged on a single two-way trunk group between XO and BellSouth. This group carries intratandem Transit Traffic between XO and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which XO desires interconnection and has the proper contractual arrangements. This group also carries XO 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.

2.10.3 **Multiple Access Tandem Service**

2.10.3.1 **Multiple Tandem Access (MTA)** provides for the terminating party's LATA wide transport and termination of the originating party's originated intraLATA toll and Local Traffic that is transported by the terminating party. MTA is provided by establishing an interconnection trunk group(s) at a terminating party access tandem with routing through multiple terminating party access tandems as required. However, the originating party must still establish an interconnection trunk group(s) at all terminating party access tandems where the originating party's NXXs are "homed". If the originating party does not have NXXs homed at a terminating party access tandem within a LATA and elects not to establish an

interconnection trunk group(s) at such terminating party access tandem, the originating party can order MTA in each terminating party access tandem within the LATA where it does have an interconnection trunk group(s) and the terminating party will terminate traffic to end-users served through those terminating party access tandems where the originating party does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

2.10.3.2 When using Multiple Tandem Access ("MTA") for the delivery of a Party's originating local, ISP-bound and intraLATA toll traffic, such Party will be assessed charges as specified in the Interconnection Agreement for the additional transport and tandem switching on an elemental basis in addition to the reciprocal compensation rate set forth in Section 5 of this Attachment. Notwithstanding the foregoing, in the situation of tandem exhaust at any particular tandem, where the Parties choose MTA as an alternate routing plan, the Parties will negotiate in good faith appropriate rates, terms and conditions for MTA.

2.10.3.3 MTA does not include switched access traffic that transits the terminating party network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on the originating party's NXX Access Tandem homing arrangement as specified by the originating party in the LERG.

2.10.3.2 For the originated local and intraLATA toll traffic that the terminating party 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.

2.10.3.3 The Parties agree that compensation for the terminating Party's transport and/or termination of the originating Party's Local Traffic 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 applicable intrastate switched access tariff rates for intraLATA toll traffic.

2.10.3.4 To the extent the originating Party does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by the terminating Party, the originating Party must establish an interconnection trunk group(s) to every access tandem in the calling area in order to serve the entire calling area. To the extent the originating Party does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish an interconnection trunk group(s) to additional terminating Party access tandems that serve end offices outside the local calling area. To the extent the originating Party routes its traffic in such a way that utilizes terminating Party's MTA service without properly ordering MTA service, the originating Party agrees to pay the terminating Party the associated transport and termination charges.

2.10.4 **Local Tandem Interconnection**

2.10.4.1 Local Tandem Interconnection arrangement allows XO to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of XO-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 an interconnection trunk group(s) at those BellSouth local tandems.

2.10.4.2 When a specified local calling area is served by more than one BellSouth local tandem, XO must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, XO may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. XO 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 XO does not choose to establish an interconnection trunk group(s). It is XO's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to XO's codes. Likewise, XO shall obtain its routing information from the LERG.

2.10.4.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, XO must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which XO 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. 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). Pursuant to applicable tariffs, BellSouth shall not switch SWA traffic through more than one BellSouth access tandem.

2.10.4.4 BellSouth's provisioning of local tandem interconnection assumes that XO has executed any local interconnection agreements or billing arrangements that are required by the Act with the other third party network providers subtending those local tandems.

2.10.5 **Direct End Office-to-End Office Interconnection**

2.10.5.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating local or intraLATA toll traffic to the terminating Party on a direct end office-to-end office basis.

2.10.5.2 The Parties shall utilize direct end office-to-end office trunk groups under the following conditions:

2.10.5.2.1 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 XO and BellSouth's subscribers.

2.10.5.2.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a XO 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 XO switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. Either Party will install additional capacity between such points when overflow traffic between XO's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of 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. The dedicated facilities ordered pursuant to the requirements of this section shall be subject to the Bill and Keep compensation plan described in Section 1.1.3 above.

2.10.5.2.3 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.

2.10.6 **Transit Traffic Trunk Group**

2.10.6.1 Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by XO to deliver and receive local and intraLATA toll Transit Traffic from third parties, such as Independent Companies and other CLECs, via BellSouth access tandems (or BellSouth local tandems for Local Traffic), and Switched Access traffic to and from Interexchange Carriers via BellSouth access tandems pursuant to the Transit Traffic section of this Attachment. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

2.10.6.2 **Toll Free Traffic**

2.10.6.2.1 If XO chooses BellSouth to handle Toll Free database queries from its switches, all XO originating Toll Free traffic will be routed over the Transit Traffic Trunk Group.

2.10.6.2.2 All originating Toll Free Service (Toll Free) calls for which XO requests that BellSouth perform the Service Switching Point ("SSP") function (i.e., perform the database query) shall be delivered using GR-394 format over the Transit Traffic Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

2.10.6.2.3 XO may handle its own Toll Free database queries from its switch. If so, XO will determine the nature (local/intraLATA/interLATA) of the Toll Free call based on the response from the database. If the query determines that the call is a BellSouth local or intraLATA Toll Free number, XO will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the query determines that the call is a third party (ICO or other CLEC) local or intraLATA Toll Free number, XO will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group. In such case, XO is to provide a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free number, XO will route the post-query interLATA call (Toll Free number) directly from its switch for carriers interconnected with its network or over the Transit Traffic Trunk Group to carriers not directly connected to its network but are connected to BellSouth's access tandem. Calls will be routed to BellSouth over the local/intraLATA and Transit Traffic Trunk Groups within the LATA in which the calls originate.

2.10.6.2.4 All post-query Toll Free Service (Toll Free) calls for which XO performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend the BellSouth access tandem.

3.0 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 XO will send and receive 10 digits for Local Traffic. Additionally, BellSouth and XO 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 for Trunk Provisioning**

3.7.1 Within six (6) months after execution of this agreement, XO shall provide an initial interconnection trunk group forecast for each LATA that it shall provide

service within BellSouth's region. Upon receipt of XO's forecast, the Parties shall schedule and participate in a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

3.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, XO-to-BellSouth one-way trunks ("XO Trunks"), BellSouth-to-XO one-way trunks ("Reciprocal Trunks") and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' local and intraLATA toll. The quantities shall be projected for a minimum of six months in advance and shall include the current year plus next two years total forecasted quantities. Considering XO's provided forecast, the Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities for the time periods listed and to be included within the initial forecast.

3.7.1.2 Additionally all forecasts shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for XO location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

3.7.2 Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

3.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process in place for local interconnection trunks.

3.7.4 Once initial interconnection trunk forecasts have been developed, XO shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. XO shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. Interconnection trunk forecasts shall be updated and provided to BellSouth on an as needed basis, but no less frequently than semiannually and no more frequently than monthly. Upon receipt of XO's forecast, including forecast updates, the Parties shall confer to mutually develop BellSouth Reciprocal Trunk and/or two-way interconnection trunk forecasted quantities for the listed time periods within such subsequent forecasts.

3.8 **Trunk Utilization**

3.8.1 BellSouth and XO shall monitor traffic on each interconnection trunk group that is installed pursuant to the initial interconnection trunk requirements and subsequent forecasts. At any time after the end of a calendar quarter, based on a review of the capacity utilization during such quarter for installed Reciprocal Trunk groups and/or two-way interconnection trunk groups, subject to the provision of the section following, after fifteen (15) business days advance written notice to the ordering Party, the providing Party may disconnect any Non-utilized Reciprocal Trunk(s) or Under-utilized Reciprocal Trunk(s), as defined in Section 3.8.2 below and the ordering Party shall refund to the providing Party any associated trunk and facility charges, to the extent paid by the providing Party, subject to Section 1.1.3 above. In addition, the providing Party may request the ordering Party to disconnect any Non-utilized or Under-utilized two-way interconnection trunk(s), if the providing Party has determined that the trunk group is not being utilized as described in Section 3.8.2 below, provided that the Parties have not otherwise agreed. The ordering Party shall comply with such request, subject to Section 3.8.2.1 below.

3.8.2 The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 360 days of the installation of a trunk or trunks, the trunks will be utilized at 80 percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks.

3.8.2.1 Within ten (10) business days following the notice prescribed in the section above, the ordering Party may request that the providing Party not disconnect or not request disconnection for some or all of the Non-utilized or Under-utilized Trunks, in which event the providing Party shall keep the trunks in service. In such event, the bill and keep compensation plan for trunks and facilities shall not apply, and the providing Party may invoice the ordering Party for, and the ordering Party shall pay, all applicable nonrecurring trunk and facility access tariff charges for the Non-utilized or Under-utilized Trunks and applicable recurring charges for the period of under-utilization. The charges shall continue until such trunks are disconnected, or to the extent the ordering Party requests that such trunks remain in service, until the trunk group reaches the threshold set forth in Section 3.8.2 above. Furthermore, the ordering Party forecasts for each subsequent forecast period shall be automatically reduced by the number of Reciprocal Trunks and/or two-way interconnection trunks that have been determined to be subject to disconnection pursuant to the foregoing procedures.

3.8.3 To the extent the ordering Party requests the providing Party and the providing Party agrees to install additional Reciprocal and/or two-way interconnection

trunks in any forecast period following the initial forecasting period that are not included in the forecast for that period (as such forecast may be revised from time to time), such trunks may be provisioned by the providing Party subject to the conditions set forth in the preceding sections. To the extent the threshold levels set forth in Section 3.8.2 above are not met within the specified time periods, all applicable recurring and nonrecurring charges for such trunks shall be billed to and paid by the ordering Party until such trunk groups reach such threshold levels set forth in Section 3.8.2 above.

3.8.4 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty five percent (85%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

4.0 **LOCAL DIALING PARITY**

4.1 BellSouth and XO 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 XO shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

5. **INTERCONNECTION COMPENSATION**

5.1 Compensation for Call Transportation and Termination for Local Traffic and Inter-Carrier Compensation for ISP Bound Traffic

5.1.1 Local Traffic is defined as any telephone call that originates and terminates in the same LATA and is billed by the originating party as a local call.

5.1.2 Neither Party shall pay call transport and termination compensation to the other if the "traffic" to which such compensation would otherwise apply was generated for the purpose of creating an obligation on the part of the originating carrier to pay compensation for such traffic.

5.1.3 ISP-bound Traffic is defined as calls to an Internet service provider that are dialed by using a local dialing pattern. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to compensation as described by the FCC in its *Order on Remand and Report and Order,* CC Docket Nos. 96-98, FCC 01-31 (released April 27, 2001) ("ISP Remand Order"). All Combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party that exceeds a 3:1 ratio of terminating to originating traffic on a state-wide basis shall be presumed to be ISP-bound Traffic. All combined ISP-bound Traffic and Local traffic delivered to one Party

by the other Party that does not exceed a 3:1 ratio of terminating to originating Traffic on a state-wide basis is Local Traffic.

5.1.4 Pursuant to the ISP Remand Order, the Parties shall utilize bill and keep to compensate each other for the costs of transporting and terminating Local Traffic and ISP-bound traffic on each other's network in Mississippi and North Carolina.

BELLSOUTH PROPOSED LANGUAGE

5.1.4.1 In Georgia and Florida, the Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic at the rates contained in Exhibit A retroactive to June 14, 2001; **BELLSOUTH PROPOSED LANGUAGE** provided however, that XO shall not be entitled to the tandem switching rate element.

XO PROPOSED LANGUAGE: XO shall be entitled to the same rate elemtns as BellSouth including the tandem rates elements.

5.1.4.2 **BELLSOUTH PROPOSED LANGUAGE**

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.

XO PROPOSED LANGUAGE

Common Transport includes the transmission of Local Traffic from the POI to the terminating carrier end office that directly serves the called end user, and any necessary transport to the terminating rate center, subtending a specified Tandem (arrangement or office).

5.1.4.3 **BELLSOUTH PROPOSED LANGUAGE**

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).

XO PROPOSED LANGUAGE

Tandem Switching is defined as the function that establishes a communications path between multiple ratecenters/NPANXXs subtending a single switching office.

5.1.4.4 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.

5.2 In Georgia and Florida, the Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of ISP-bound traffic at the following rates:

June 14, 2001– 12-14-01	$.0015 per MOU
12-15-01 – 06-15-03	$.0010 per MOU
06-16-03 – Expiration Date	$.0007 per MOU

5.2.1 In order that the Parties may calculate the ratio of terminating to originating traffic exchanged, no later than the 60th day following the Effective Date of this Agreement, the Parties will meet to determine the process for exchanging information to determine the amount of ISP-bound traffic that either Party may have sent the other Party for termination.

5.2.2 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound traffic for which one Party may bill the other shall be capped as follows:

5.2.3 For ISP-bound Traffic exchanged during the year 2001, and to the extent this agreement remains in effect during that year, compensation at the rates set forth above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes up to a ceiling equal to, on an annualized basis, the number of ISP bound Traffic minutes for which the terminating Party was entitled to compensation during the first quarter of 2001, plus a ten percent growth factor.

5.2.4 For ISP-bound Traffic exchanged during the year 2002 and to the extent this Agreement remains in effect during that year, compensation at the rates set forth above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes up to a ceiling equal to the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation in 2001, plus another ten percent growth factor.

5.2.5 For ISP-bound Traffic exchanged during the year 2003 and beyond, and to the extent this Agreement remains in effect during those years, compensation at the rates set forth above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.

5.3 If XO utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from XO for transport and termination of BellSouth originated traffic, BellSouth will pay XO no more than the airline miles between the V & H coordinates of the Interconnection Point within the LATA

where XO receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the XO terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate XO at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by XO as defined in this Attachment.

5.4 Neither Party shall represent traffic properly subject to Switched Access charges as Local Traffic or ISP- bound traffic for purposes of payment of reciprocal compensation.

5.5 In Mississippi and, subject to the exception set forth in Section 5.5.1 below, in North Carolina, pursuant to the definition of Local Traffic in this Attachment, and for the purpose of delivery of one Party's originating traffic to the other Party, the originating Party shall pay to the terminating Party reciprocal compensation for Local Traffic delivered to the terminating Party's end users physically located within the local calling area in which the call originated and within which the terminating Party's end user's NPA/NXX is assigned. If the terminating Party assigns NPA/NXXs to specific rate centers within the local calling area and assigns numbers from those NPA/NXXs to its end users physically located outside of that local calling area, the originating Party's traffic originating from within the local calling area where the NPA/NXXs are assigned and delivered to the terminating Party's customer physically located outside of such local calling area, shall not be deemed Local Traffic, and no compensation from the originating Party to the terminating Party shall be due therefore. Further, the terminating Party agrees to identify such traffic to the originating Party and to compensate the originating Party for originating and transporting such traffic to the terminating Party at the originating Party's switched access tariff rates. If the terminating Party does not identify such traffic to the originating Party, the originating Party will determine, to the best of its ability, which whole XO NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in it's Access Service Tariff. The originating Party shall make appropriate billing adjustments if the terminating Party can provide sufficient information for the originating Party to determine whether or not said traffic is Local Traffic.

5.5.1

Notwithstanding Section 5.5 above, in North Carolina, both Parties may offer foreign exchange ("FX") service to their end users. FX service is defined as a service offered to an end user from an exchange or rate center other than the exchange or rate center from which the end user would normally by served and whereby the providing Party has in place either owned or leased dedicated facilities between the FX customer's premises and the switch. Where the

providing Party's end user has purchased FX service from the providing Party, and where the originating Party's end user places a call to the terminating Party's FX service customer, then so long as the call originates and terminates within the same LATA, the call shall be classified as Local Traffic or ISP-bound Traffic, subject to compensation as set forth in this Attachment.

5.5.2

In Florida and Georgia, the Parties have been unable to agree as to whether the originating Party shall pay reciprocal compensation or switched access charges to the terminating Party where the terminating Party has assigned NPA/NXXs to specific BellSouth rate centers in the local calling area and assigns numbers from those NPA/NXXs to end users physically located outside of that local calling area. The Parties agree to amend this agreement to incorporate the decisions of the Georgia and Florida Public Service Commissions regarding this issue in Docket No. 13542 and Docket No. 00075-TP, respectively, upon receipt of such decisions.

5.6 **Percent Local Use.** Each Party shall report to the other a Percent 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 Transit Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guidebook, as it is amended from time to time; however, in the event of a conflict between such requirements and any provision of this Agreement, the provisions of this Agreement shall govern. **BELLSOUTH PROPOSED LANGUAGE:** 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.

LANGUAGE PROPOSED BY XO: When the terminating party develops message recording technology that identifies the jurisdiction of traffic terminated, the parties shall work cooperatively to develop terms for the appropriate local usage compensation to be paid, audit provisions, and other terms consistent with this Agreement.

5.7 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF"). The application of the PLF will determine the portion of

switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guidebook, as it is amended from time to time; however, in the event of a conflict between such requirements and any provision of this Agreement the provisions of the Agreement shall govern.

5.8 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage ("PIU"). All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to XO; **ADDITIONAL LANGUAGE PROPOSED BY XO:** however, in the event of a conflict between such requirements and any provision of this Agreement, the provisions of this Agreement shall govern. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September.
BELLSOUTH PROPOSED LANGUAGE: 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 factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

LANGUAGE PROPOSED BY XO: When the terminating party develops message recording technology that identifies the jurisdiction of traffic terminated, the parties shall work cooperatively to develop terms for the appropriate local usage compensation to be paid, audit provisions, and other terms consistent with this Agreement.

5.9 **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 XO shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. 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.

5.10 **Compensation for IntraLATA Toll Traffic**

5.10.1 IntraLATA toll traffic is defined as any telephone call that originates and terminates in the same LATA and is billed by the originating party to the originating party's end user as a toll call and is neither switched access, nor Local, nor ISP-bound traffic.

5.10.2 Compensation for intraLATA toll traffic. For terminating intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party that party's current filed and effective intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in that party's appropriate tariff Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the jurisdiction of the call and the rating of the call by the originating Party. If XO is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses XO as an interexchange carrier on a 101XXXX basis, BellSouth will charge XO the appropriate BellSouth tariff charges for originating switched access services. In states that require the filing of such tariffs, "appropriate" tariff shall mean a tariff that is filed and effective. To the extent either Party is not required to file a tariff for the applicable rates, that Party shall provide copies of such rates, and any amendment thereto, to the other Party.

5.10.3 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 appropriate intrastate or interstate switched access tariffs

5.10.4 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.

5.10.6 8XX Access Screening. BellSouth's provision of 8XX TFD to XO requires interconnection from XO 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. XO shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that XO desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

5.11 Mutual Provision of Switched Access Service

5.11.1 Switched Access Traffic. Switched Access Traffic is defined as telephone calls requiring local transmission and switching services for the purpose of the origination or termination of an Interexchange Carrier's Telephone Toll Service. The Parties have been unable to agree as to whether switched access charges apply to calls originating and terminating in different local calling areas when such calls are transported via IP telephony. The Georgia and Florida Public Service Commissions have established generic dockets to address the appropriate intercarrier compensation for IP telephony where the end points of the call originate and terminate in different local calling areas. The Parties shall amend this Agreement to incorporate the decisions of those Commissions.

5.11.2 When XO'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 and bill 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) guidelines to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. For tandem routed traffic, the tandem company agrees to provide to the Initial Billing Company as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. The Initial Billing Company will provide the switched access summary usage data, for all originating and terminating traffic, to all Subsequent Billing Companies as defined in MECAB 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.

5.11.3 In the event that either Party fails to provide the appropriate MECAB switched access usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable switched access revenues, and a negotiated settlement will be agreed upon between the Parties.

5.11.4 Each Party will retain for a minimum period of ninety (90) 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.

5.11.5 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.

5.11.6 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

5.11.7 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.

5.11.8 The Initial Billing Company 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.

5.11.9 Each party agrees not to deliver traffic properly subject to access charges to the other party for termination except over appropriate switched access and/or transit trunks and facilities.

5.12 **Transit Traffic Service**

5.12.1 BellSouth shall provide tandem switching and transport services for XO's Transit Traffic. Transit traffic is traffic originating on XO'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 XO's network. Rates for local Transit Traffic shall be the tandem switching rate(s) and common transport rates, if applicable, set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access Transit Traffic presumes that XO's end office is subtending the BellSouth Access Tandem for switched access traffic to and from XO'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 MECAB guidelines. Pursuant to these guidelines, the Initial Billing Company shall provide summary usage data, for all originating and terminating Transit Traffic, to all Subsequent Billing Companies. Traffic between XO and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic

between XO and Wireless Type 2A or UNE-CLEC third parties shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or UNE-CLEC third party have the capability to properly meet-point-bill in accordance with MECAB guidelines.

5.12.2 In the event that either Party fails to provide the appropriate MECAB usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect Transit Traffic revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable revenues and a negotiated settlement will be agreed upon between the Parties

5.12.2 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 XO 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 XO, or eligible for compensation other than the appropriate rates for Transit Traffic as set forth in Section 5.8.1. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

5.12.3 Should XO provide tandem switching and transport services for BellSouth's transit traffic, defined as traffic originating on BellSouth's network that is switched and/or transported by XO and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by XO and delivered to BellSouth's network, such transit traffic services shall be provided to BellSouth under the same rates, terms and conditions as those set forth above for provision of such services to XO.

6.0 **Cancellation Charges.** If the ordering party cancels an order for interconnection facilities ordered pursuant to this Attachment, the provisioning Party may recover any costs it incurs in conjunction with the provisioning of that order in accordance with BellSouth's FCC No. 1 Tariff, Section 5.

7.0 **Expedite Charges.** For expedited requests by the ordering Party, expedite charges will apply for intervals less than the standard interval as outlined in the BellSouth's Products and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply. To the extent an expedite

order is required to alleviate a call blockage situation, expedite charges will be waived. Notwithstanding the foregoing, waiver of expedite charges will occur no more than six (6) times annually per state. The Parties will work cooperatively to implement the expedite request in the requested timeframe.

BELLSOUTH/XO RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	GA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)		
End Office Switching, per mou	N/A	$0.0016333
Direct Local Interconnection, per mou (same as End Office Switching in FL)		NA
Tandem Switching, per mou	N/A	$0.0006757
Tandem Local Interconnection, per mou (includes end office switching element)	N/A	NA
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99	N/A	NA
Local Intermediary, per mou (applies to transit traffic only)	N/A	NA
Tandem Intermediary Charge, per mou*	N/A	NA
*(This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.)		
TRUNK CHARGE		
Interim charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in this Exhibit. At such time as BellSouth develops a final cost based rate for such interconnecting trunk groups, the Parties shall amend this agreement to include such final cost based rates and shall true up such charges in accordance with this Attachment.		
Installation Trunk Side Service - per DS0		
NRC - 1st	TPP++	$333.28bk
NRC - Add'l	TPP++	56.84bk
INTEROFFICE TRANSPORT		
Common (Shared) Transport		
Common (Shared) Transport per mile per mou	N/A	$0.000008
Common (Shared) Transport Facilities Termination per mou	N/A	$0.0004152
Interoffice Channel Transport - Dedicated - VG		
Interoffice Transport - Dedicated - 2-wire VG		
2-Wire VG - per mile per month	1L5XF	0.0222bk
2-Wire VG - Facility Termination per month	1L5XF	17.07bk
NRC - 2-wire VG - Facility Termination -1st	1L5XF	79.61bk
NRC - 2-wire VG - Facility Termination - Add'l	1L5XF	36.08bk
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	1L5XF	NA
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	1L5XF	NA
Interoffice Transport - Dedicated - 2 Wire VG - Kentucky & Mississippi		
2-Wire VG - per mile per month	1L5NF	NA
2-Wire VG - Facility Termination per month	1L5NF	NA
NRC - 2-wire VG - Facility Termination -1st	1L5NF	NA
NRC - 2-wire VG - Facility Termination - Add'l	1L5NF	NA
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	1L5NF	NA
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	1L5NF	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS		
DS0 - per mile per month	1L5XK	0.0222bk
DS0 - Facility Termination per month	1L5XK	16.45bk
NRC - DS0 - Facility Termination - 1st	1L5XK	79.61bk

BELLSOUTH/XO RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	GA
NRC - DS0 - Facility Termination - Add'l	1L5XK	36.08bk
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	1L5XK	NA
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5XK	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS - Kentucky & Mississippi		
DS0 - per mile per month	1L5NK	NA
DS0 - Facility Termination per month	1L5NK	NA
NRC - DS0 - Facility Termination - 1st	1L5NK	NA
NRC - DS0 - Facility Termination - Add'l	1L5NK	NA
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	1L5NK	NA
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5NK	NA
Interoffice Transport - Dedicated - DS1		
DS1 - per mile per month	1L5XL	0.4523bk
DS1 -Facility Termination per month	1L5XL	78.47bk
NRC - DS1-Facility Termination - 1st	1L5XL	147.07bk
NRC - DS1 - Facility Termination - Add'l	1L5XL	111.75bk
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5XL	NA
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	1L5XL	NA
Interoffice Transport - Dedicated - DS1 - Kentucky & Mississippi		
DS1 - per mile per month	1L5NL	NA
DS1 -Facility Termination per month	1L5NL	NA
NRC - DS1-Facility Termination - 1st	1L5NL	NA
NRC - DS1 - Facility Termination - Add'l	1L5NL	NA
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5NL	NA
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	1L5NL	NA
Interoffice Transport - Dedicated - DS3		
DS3 - per mile per month	1L5XM	2.72bk
DS3 -Facility Termination per month	1L5XM	788.00bk
NRC - DS3 - Facility Termination -1st	1L5XM	511.10bk
NRC - DS3 - Facility Termination - Add'l	1L5XM	330.77bk
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5XM	122.31bk
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5XM	119.14bk
Interoffice Transport - Dedicated - DS3 - Kentucky & Mississippi		
DS3 - per mile per month	1L5NM	NA
DS3 -Facility Termination per month	1L5NM	NA
NRC - DS3 - Facility Termination -1st	1L5NM	NA
NRC - DS3 - Facility Termination - Add'l	1L5NM	NA
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5NM	NA
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5NM	NA
Local Channel - Dedicated		

BELLSOUTH/XO RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	GA
Local Channel - Dedicated - 2-Wire VG		
Monthly Recurring per month	TEFV2	13.91bk
NRC - 2-wire VG - Facility Termination - 1st	TEFV2	382.95bk
NRC - 2-wire VG - Facility Termination - Add'l	TEFV2	62.40bk
NRC - 2-wire VG - Facility Termination - Disconnect - 1st	TEFV2	NA
NRC - 2-wire VG - Facility Termination - Disconnect - Add'l	TEFV2	NA
Local Channel - Dedicated - 4-Wire VG		
Monthly Recurring per month	TEFV4	14.99bk
NRC - 4-Wire VG - 1st	TEFV4	368.44bk
NRC - 4-Wire VG - Add'l	TEFV4	64.05bk
NRC - 4-Wire VG - Disconnect Chg - 1st	TEFV4	NA
NRC - 4-Wire VG - Disconnect Chg - Add'l	TEFV4	NA
Local Channel - Dedicated - DS1		
DS1 Monthly Recurring per month	TEFHG	38.36bk
NRC - DS1 - 1st	TEFHG	356.15bk
NRC - DS1 - Add'l	TEFHG	312.89bk
NRC - DS1 - Disconnect Chg - 1st	TEFHG	NA
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	NA
Local Channel - Dedicated - DS3		
DS3 - Facility Termination per month	TEFHJ	550.01bk
NRC - DS3 - Facility Termination - 1st	TEFHJ	639.50bk
NRC - DS3 - Facility Termination - Add'l	TEFHJ	426.40bk
NRC - DS3 - Facility Termination - Disconnect - 1st	TEFHJ	122.31bk
NRC - DS3 - Facility Termination - Disconnect - Add'l	TEFHJ	119.14bk
CHANNELIZATION		
DS3 Channelization (DS3 to DS1)		
per Channelized System (28 DS1) per month	SATCS	$188.78
NRC - 1st	SATCS	$72.50
NRC - Add'l	SATCS	$59.96
NRC -1st - Disconnect	SATCS	$11.02
NRC -Add'l - Disconnect	SATCS	$12.02
per Interface per month (COCI)	SATCO	$8.66
NRC - 1st	SATCO	NA
NRC - Add'l	SATCO	NA
DS3 Channelization (DS3 to DS1) - Kentucky & Mississippi		
per Channelized System (28 DS1) per month	SATNS	NA
NRC - 1st	SATNS	NA
NRC - Add'l	SATNS	NA
NRC -1st - Disconnect	SATNS	NA

BELLSOUTH/XO RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	GA
NRC -Add'l - Disconnect	SATNS	NA
per Interface per month (COCI)	SATCO	NA
NRC - 1st	SATCO	NA
NRC - Add'l	SATCO	NA
DS1 Channelization (DS1 to DS0)		
per Channelized System (24 DS0) per month	SATC1	$126.22
NRC - 1st	SATC1	$198.22
NRC - Add'l	SATC1	$123.59
NRC -1sr - Disconnect	SATC1	$31.03
NRC -Add'l - Disconnect	SATC1	$19.75
- Interface (COCI)		
per OCU-DP(data) card per month (2.4-64kbs)	SATSA	$1.86
NRC - 1st	SATSA	$12.02
NRC - Add'l	SATSA	$8.66
per BRITE card per month	SATSA	$3.71
NRC - 1st	SATSA	$12.02
NRC - Add'l	SATSA	$8.66
per VG card per month (DS0)	SATSA	$1.17
NRC - 1st	SATSA	$12.02
NRC - Add'l	SATSA	$8.66
DS1 Channelization (DS1 to DS0) - Kentucky & Mississippi		
per Channelized System (24 DS0) per month	SASTN1	NA
NRC - 1st	SASTN1	NA
NRC - Add'l	SASTN1	NA
NRC -1sr - Disconnect	SASTN1	NA
NRC -Add'l - Disconnect	SASTN1	NA
- Interface (COCI)		
per OCU-DP(data) card per month (2.4-64kbs)	SATSA	NA
NRC - 1st	SATSA	NA
NRC - Add'l	SATSA	NA
per BRITE card per month	SATSA	NA
NRC - 1st	SATSA	NA
NRC - Add'l	SATSA	NA
per VG card per month (DS0)	SATSA	NA
NRC - 1st	SATSA	NA
NRC - Add'l	SATSA	NA
Local Interconnection Mid-Span Meet		
Local Channel - Dedicated - DS1		
DS1 Monthly Recurring per month	TEFHG	15.95bk
NRC - DS1 - 1st	TEFHG	545.80bk
NRC - DS1 - Add'l	TEFHG	470.84bk
NRC - DS1 - Disconnect Chg - 1st	TEFHG	TBD
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	TBD

BELLSOUTH/XO RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	GA
Local Channel - Dedicated - DS3		
DS3 - Facility Termination per month	TEFHJ	231.61bk
NRC - DS3 - Facility Termination - 1st	TEFHJ	1064.72bk
NRC - DS3 - Facility Termination - Add'l	TEFHJ	669.79bk
NRC - DS1 - Disconnect Chg - 1st	TEFHJ	TBD
NRC - DS1 - Disconnect Chg - Add'l	TEFHJ	TBD

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.

"bk" beside a rate indicates that the parties have agreed to bill and keep on this rate element. As such, this element will be assessed for transit and MTA traffic, and not for non-transit and non-MTA traffic

BELLSOUTH/XO RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	GA

BELLSOUTH/XO RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	GA

BELLSOUTH/XO RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	GA

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 XO is occupying the Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4 of this attachment. This Attachment is applicable to Premises owned or leased by BellSouth and all land owned, leased, or otherwise controlled by BellSouth that is adjacent to these premises. However, if any third party lease entered prior to April, 1996 restricts BellSouth's ability to offer collocation, then special considerations and intervals may apply in addition to the terms and conditions of this Attachment

1.2 Right to Occupy. BellSouth shall offer to XO 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 XO 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 XO and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. The necessary rates, terms and conditions for BellSouth locations other than the BellSouth Premises shall be negotiated upon request for collocation at such location(s). Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth in this attachment.

1.2.1 In all states other than Florida, the size specified by XO may contemplate a request for space sufficient to accommodate XO's growth within a two-year period.

1.2.2 In the state of Florida, the size specified by XO may contemplate a request for space sufficient to accommodate XO's growth within an eighteen (18) month period.

1.3 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. XO will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

1.4 Use of Space. The parties are currently awaiting a decision to be released by the FCC that is expected to address use of space. The parties anticipate that, upon release of the order, mutually acceptable language will be developed to address this issue or language may be omitted. In the event that, subsequent to the FCC's release of its order, the parties are unable to agree on this issue, the parties reserve the right to address this issue in the arbitration.

BST PROPOSED LANGUAGE: XO shall use the Collocation Space for the purposes of installing, maintaining and operating XO's equipment (to include testing

and monitoring equipment) necessary for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, XO may, at its option, place XO-owned fiber entrance facilities to the Collocation Space. The Collocation Space may be used for any purpose consistent with FCC rules provided, however that to the extent such use is not provided for herein, that the parties agree to amend the agreement to include rates, terms, and conditions for such use

XO PROPOSED LANGUAGE: XO shall use the Collocation Space for the purposes of installing, maintaining and operating XO's equipment (to include testing and monitoring equipment) used or useful for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, XO may, at its option, place XO-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth's services, unbundled network elements, and facilities, XO may directly connect to other interconnectors within the BellSouth Premises (including to its other virtual or physical collocation arrangements) through co-carrier cross connect facilities designed by XO pursuant to Section (new section), herein. The Collocation Space may be used for any purpose consistent with FCC rules provided, however that to the extent such use is not provided for herein, that the parties agree to amend the agreement to include rates, terms, and conditions for such use

1.5 Rates and Charges. XO agrees to pay the rates and charges identified in Exhibit C attached hereto.

1.6 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.

1.7 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

1.8 In North Carolina, the Parties agree to such rates, terms, and conditions in this attachment until the Commission issues it's ruling in Docket No. P-100, sub 133j. Upon issuance of an effective order in that proceeding, the Parties agree to amend this agreement to incorporate the requirements of such order in accordance with Section 16, Modification of Agreement, of the General Terms and Conditions of this Agreement.

2. Space Notification

2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit XO to physically collocate, pursuant to the terms of this

Attachment, at any BellSouth Premises, unless BellSouth has determined that physical collocation is not practical for technical reasons or because of space limitations and BellSouth pursues the appropriate waiver from the applicable State Commission as referenced below.

2.1.1 Availability Notification. Unless otherwise specified herein, 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. 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. If the amount of space requested is not available, BellSouth will notify XO of the amount of space that is available.

2.1.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. This interval excludes National Holidays. 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. If the amount of space requested is not available, BellSouth will notify XO of the amount of space that is available.

2.1.3 Deleted

2.1.4 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. This interval excludes National Holidays. 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. If the amount of space requested is not available, BellSouth will notify XO of the amount of space that is available.

2.2 Reporting. Upon request from XO, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from XO for a Space Availability Report must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar 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 calendar day response time, BellSouth shall notify XO and inform XO of the time frame under which it can respond.

2.2.2.1 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 XO and inform XO of the time frame under which it can respond.

2.3 Denial of Application. After notifying XO that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow XO, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.. If the request for the tour is not received within five (5) calendar days, XO is entitled to tour the Premises within ten 10 business days of its request.

2.3.1 Denial of Application. In Mississippi, after notifying XO that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow XO, 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.

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) and applicable State Commission requirements. In the absence of State Commission requirements, then pursuant to FCC rules. Such petition shall include detailed floor plans or diagrams of the BellSouth premises.. BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit XO to inspect any floor plans or diagrams that BellSouth provides to the Commission.

2.5 Waiting List On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list of space availability, that can be accommodated by the amount of space in whole or part that becomes available according to the position of the telecommunications carriers on said waiting list. XO 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 XO 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 XO 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 XO from the waiting list. Upon request, BellSouth will advise XO as to its position on the list.

2.5.1 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.

2.6 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.

2.7 Regulatory Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency appropriately impose procedures or intervals applicable to XO 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.

3. Collocation Options

3.1 Cageless. The parties are currently awaiting a decision to be released by the FCC that is expected to address the requirement of separate entrances. The parties anticipate that, upon release of the order, mutually acceptable language will be developed to address this issue or language may be omitted. In the event that, subsequent to the FCC's release of its order, the parties are unable to agree on this issue, the parties reserve the right to address this issue in the arbitration.

BST PROPOSED LANGUAGE: BellSouth shall allow XO to collocate XO's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow XO 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 XO's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall

assign cageless Collocation Space in conventional equipment rack lineups where technically feasible on a space-available basis, in accordance with the FCC's rules. For equipment requiring special technical considerations, XO 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 following.

XO PROPOSED LANGUAGE: BellSouth shall allow XO to collocate XO's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow XO 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 XO's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where technically feasible on a space-available basis, in accordance with the FCC's rules. For equipment requiring special technical considerations, XO 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 following.

3.2 Cages. BellSouth shall construct enclosures in compliance with XO's collocation request. At XO's request, BellSouth shall permit XO 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 XO subcontracts the construction, XO 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 XO'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, XO and XO's BellSouth Certified Contractor must comply with the more stringent local building code requirements. XO'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 XO and provide the documentation, including architectural drawings, necessary for XO to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to XO any reasonable costs of providing such documentation. The BellSouth Certified Contractor shall bill XO directly for all work performed for XO pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such

charges imposed by the BellSouth Certified Contractor. XO 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 XO's locked enclosure prior to notifying XO.

3.3.1 BellSouth may elect to review XO'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. XO shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews XO'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 XO's plans and specifications prior to construction, XO will be entitled to request BellSouth to review; and in the event XO 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 XO to remove or correct within a reasonable time at XO's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.4 Shared (Subleased) Caged Collocation. XO may allow other telecommunications carriers to share XO's caged collocation arrangement pursuant to terms and conditions agreed to by XO ("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. XO shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, ten (10) business days) of its execution and prior to any Firm Order related to the Guest. Further, such notice shall include the name of the Guest(s) and appropriate contact information for the Guest(s), the term of the agreement, and shall contain a certification by XO 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 XO. In making shared caged arrangements available, BellSouth may not increase the cost of site preparation or nonrecurring charges above the cost for provisioning such a cage of similar dimensions and materials to a single collocating party.

3.4.1 XO, as the host CLEC shall be the sole interface and responsible Party to BellSouth 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. 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, XO 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 C, 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. XO shall have no responsibility under this agreement to BellSouth or Guest for any provision of services, or access to unbundled network elements provided by BellSouth directly to the Guest. XO reserves the right to take appropriate actions to enforce against the Guest any provision of its agreement with Guest, including limitations on Guest's ability to arrange directly with BellSouth for the provision of services and/or access to unbundled network elements.

3.4.2 XO 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 XO's Guests in the Collocation Space to the extent that such claims arise out of the negligence, gross negligence, or willful misconduct of XO or Guest.

3.5 Adjacent Collocation. BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation 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 XO and in conformance with BellSouth's design and construction specifications. Further, XO 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 as set forth in Exhibit C of this agreement

3.5.1 Should XO elect adjacent collocation pursuant to this attachment on premises owned by BellSouth, XO 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, XO and XO's BellSouth Certified Contractor must comply with the more stringent local building code requirements. XO's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. XO's BellSouth Certified Contractor shall bill XO directly for all work performed for XO pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. XO 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 XO's locked enclosure prior to notifying XO.

3.5.2 BellSouth may elect to review XO'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. XO shall be able to design caged enclosures in amounts as small as sufficient to house

and maintain a single rack or bay of equipment. If BellSouth reviews XO'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 XO's plans and specifications prior to construction, XO will be entitled to request BellSouth to review; and in the event XO 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 XO to remove or correct within a reasonable time at XO's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.5.3 XO shall provide, if applicable, 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 demarcation. At XO'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. XO's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. At XO's option, XO may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.

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 XO's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify XO in writing that the Collocation Space is ready for occupancy. XO 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, XO's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

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 XO may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. In such circumstance, no application fee will apply.

4.3.2 Upon termination of such occupancy, XO at its expense shall remove its equipment and other property from the Collocation Space. XO shall have thirty (30) calendar days from the requested termination date to complete such removal, including the removal of all equipment and facilities of XO's Guests, unless XO's Guest has assumed responsibility for the collocation space housing the guest equipment and executed the documentation required by BellSouth prior to such removal date. XO shall continue payment of monthly fees to BellSouth until such date as XO has fully vacated the Collocation Space. Should XO or XO'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 XO or XO's Guest at XO's expense and with no liability for damage or injury to XO or XO's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of XO's right to occupy Collocation Space, XO shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by XO except for ordinary wear and tear, unless otherwise agreed to by the Parties. XO 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.

5. Use of Collocation Space

5.1 Equipment Type. The parties are currently awaiting a decision to be released by the FCC that is expected to address the equipment types allowed in Collocation. The parties anticipate that, upon release of the order, mutually acceptable language will be developed to address this issue or language may be omitted. In the event that, subsequent to the FCC's release of its order, the parties are unable to agree on this issue, the parties reserve the right to address this issue in the arbitration.

BST PROPOSED LANGUAGE: BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.

XO PROPOSED LANGUAGE: BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.

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. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on XO's failure to comply with this section. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with safety of engineering standards that are

more stringent than the safety or engineering standards BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with National Equipment and Building Specifications performance standards.

5.1.2 XO 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 collocated in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that XO submits an application for terminations that exceed the total capacity of the collocated equipment, XO will be informed of the discrepancy and will be required to submit a revision to the application.

5.1.3 XO 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 XO shall place a plaque or other identification affixed to XO's equipment necessary to identify XO's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. Except where otherwise provided herein, XO may elect to place XO-owned or XO-leased fiber entrance facilities into the Collocation Space. BellSouth will permit interconnection of copper or coax cable if such interconnection is first approved by the State Commission. 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. XO will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. XO 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 XO's equipment in the Collocation Space. In the event XO utilizes a non-metallic, riser-type entrance facility, a splice will not be required. XO must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. XO is responsible for maintenance of the entrance facilities. At XO'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 reasonably determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office termination point. Should the Parties disagree as to whether space is available for entrance facilities, either party may petition the appropriate regulatory commission for resolution of the dispute.

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 an application for physical collocation under this Attachment, BellSouth shall provide XO with information regarding BellSouth's capacity to accommodate dual entrance facilities as part of the Application response provided for in Section 6.3 of this agreement. 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 XO's arrangement. The location of the serving manhole(s) will be determined at the ultimate, but reasonable and non-discriminatory discretion of BellSouth and after good-faith consultation with and input from XO. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response. BellSouth shall not deny a collocation space solely for the reason that dual entrance facilities are not available.

5.2.2 Shared Use. XO may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another XO collocation arrangement within the same BellSouth Premises. XO must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to XO-provided riser cable.

5.2.3 Splicing in the Entrance Manhole. Although not generally permitted, should XO request a splice to occur in the entrance manhole(s), BellSouth, at its reasonable and non discriminatory discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to XO by BellSouth, XO shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures which shall be no less than industry standards and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between XO's equipment and/or network and BellSouth's network. BellSouth shall designate the demarcation point available closest to XO's equipment. 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. XO shall be responsible for providing, and a supplier certified by BellSouth ("XO'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. XO or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.4,

following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At XO's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space. Nothing herein shall require the demarcation point to change for any terminations pursuant to any prior agreement.

5.4 XO's Equipment and Facilities. XO, or if required by this Attachment, XO's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, monitoring, maintenance and repair of the equipment and facilities used by XO to ensure compliance with applicable BellSouth policies and guidelines, as stated herein. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. XO 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.

5.4.1 Other interconnectors. The parties are currently awaiting a decision to be released by the FCC that is expected to address co-carrier cross connects. The parties anticipate that, upon release of the order, mutually acceptable language will be developed to address this issue or language may be omitted. In the event that, subsequent to the FCC's release of its order, the parties are unable to agree on this issue, the parties reserve the right to address this issue in the arbitration.

BST PROPOSED LANGUAGE: [BST proposes to delete this section]

XO PROPOSED LANGUAGE: In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth's services, unbundled network elements, and facilities, XO may directly connect to other interconnectors within the BellSouth Premises (including to its other virtual or physical collocation arrangements) through facilities owned by XO or through BellSouth facilities designated by XO, at XO's option. Such connections may be made using either optical or electrical facilities. XO 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. BellSouth shall permit such connections with third-party carriers at any time during the term of this Agreement.

5.5 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 XO at least 48 hours before access to the Collocation Space is required. XO may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that XO will not bear any of the expense associated with this work. BellSouth will indemnify and hold XO harmless from and against any and all claims, actions, causes of action, or claims of damage or whatever nature, to XO's equipment-or that of a Guest, or to XO's service, but only to the

extent such claims are not recovered through Attachment 9 of this Agreement, and to the extent such claims arise out of the negligence or willful misconduct of BellSouth in accessing such space.

5.6 Access. Pursuant to Section 11, XO shall have unescorted access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. XO 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 XO or XO's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by XO and returned to BellSouth Access Management within 15 calendar days of XO's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. XO agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of XO employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with XO or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement. BST will provide XO with emergency access contact numbers in the event an access key fails to work properly.

5.6.1 BellSouth will permit one accompanied site visit to XO's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to XO.

5.6.2 XO 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 XO desires access to the Collocation Space. XO may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event XO desires access to the Collocation Space within thirty calendar (30) days after submitting such a request and prior to access being approved, BellSouth shall permit XO to access the Collocation Space, accompanied by a security escort at XO's expense, except as stated in 5.6.1 above. XO must request escorted access at least two (2) business days prior to the date such access is desired. BellSouth may, in its reasonable discretion, provide escorted access on less than two business days' notice, at the request of XO.

5.6.3 Lost or Stolen Access Keys. XO 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), XO shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.7 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not: 1) significantly degrade, interfere with or impair service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endanger or damage the

equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromise the privacy of any communications; or 4) create an unreasonable risk of injury or death to any individual or to the public. BellSouth shall not treat equipment deployed by XO as interfering with or impairing service provided by BellSouth or another interconnector solely on the basis that such equipment is of a different type than BellSouth's, or has not previously been utilized in a BellSouth Premise. If BellSouth reasonably determines that any equipment or facilities of XO violate the provisions of this paragraph, BellSouth shall give written notice to XO, which notice shall direct XO to cure the violation within forty-eight (48) hours of XO's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours of receipt of the written notice 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. The Parties will act in good faith and in a cooperative manner to determine or isolate the source of the interference or impairment.

5.7.1 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 subject to the requirements of Section 5.7.2 below, 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 XO's equipment. In such case BellSouth will endeavor, but is not required, to provide notice to XO prior to taking such action and shall have no liability to XO for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.7.2 For purposes of this Section 5.7, 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 XO fails to take curative action within 48 hours, or in the case XO disputes the existence of significant degradation or impairment, then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to XO, or if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, XO 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.

5.8 Personalty and its Removal. Subject to the requirements of this Attachment, XO may place or install in or on the Collocation Space such facilities and equipment, including storage for spare equipment, as it deems desirable for the conduct of business. Provided that such equipment complies with provisions of Section 5.1 of this

attachment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Such facilities and equipment placed by XO 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 XO at any time. Any damage caused to the Collocation Space by XO's employees, agents or representatives during the removal of such property shall be promptly repaired by XO at its expense.

5.9 Alterations. In no case shall XO or any person acting on behalf of XO make any material rearrangement, modification, improvement, addition, repair, or other alteration which increases space requirements or substantially affects in any way power, HVAC requirements, 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 XO unless such modification, improvement, addition, repair, or other alteration requires BellSouth to engage in additional engineering work or review, no subsequent application or application will be required. Minor repairs, such as routine maintenance and addition of equipment components, shall not require written consent. 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.

5.10 Janitorial Service. XO shall be responsible for the general upkeep of the Collocation Space. If XO elects to retain janitorial services applicable to Caged Collocation Space, XO shall arrange directly with a BellSouth Certified Contractor. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Regulatory Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency appropriately impose procedures or intervals applicable to XO 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.

6.2 Application for Space. XO shall submit an application document when XO or XO'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 XO or XO's Guest(s) initial equipment placement, XO shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed, and such information does not contain material errors or omissions. BellSouth, in reviewing the initial

application, shall clarify all errors at once, rather than engage in serial clarifications of the same Application. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in XO's Collocation Space(s) and an estimate of the amount of square footage required.

6.2.2 Subsequent Application. In the event XO or XO's Guest(s) desires to modify the use of the Collocation Space ("Augmentation"), XO shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by XO 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 XO for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested and XO will be notified of the applicable fee within the same time intervals as set forth in Section 6.3 Application Response herein. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure assessment, a full Application Fee shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit C, the outstanding balance shall be due by XO within 30 calendar days following XO's receipt of a bill or invoice from BellSouth. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed and such information does not contain material errors or omissions.

6.3 Application Response In North Carolina, in addition to the notice of space availability pursuant to section 2.1, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.3.1 Deleted

6.3.2 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 XO 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 XO submits ten (10) or more Applications

within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.3.3 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 twenty (20) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.3.4 Deleted

6.3.5 Deleted

6.3.6 Application Response (Mississippi). In addition to the notice of space availability pursuant to Section 2.1, 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.

6.3.7 Deleted

6.4 In, North Carolina, 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 XO 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 XO a Subsequent Application Fee. Major changes such as requesting additional space or adding equipment may require XO to submit the Application with an Application Fee.

6.4.1 Deleted

6.4.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide

Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of XO 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 XO's Bona Fide Application as a result of changes requested by XO to XO's original Application, then BellSouth will charge XO a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require XO to resubmit the Application with an Application Fee.

6.4.3 Application Modifications (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 XO or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within twenty (20) 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 XO's Bona Fide Application as a result of changes requested by XO to XO's original Application, then BellSouth will charge XO a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require XO to resubmit the Application with an Application Fee.

6.4.4 Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of XO 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 XO's Bona Fide Application as a result of changes requested by XO to CLEC's original Application, then BellSouth will charge XO a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require XO to resubmit the Application with an Application Fee.

6.4.5 Deleted

6.5 Bona Fide Firm Order.. In North Carolina, XO 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 XO has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by the BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after the BellSouth's Application Response to XO's Bona Fide Application. If the Bona Fide Firm Order is not received by BellSouth within five (5) business days after BellSouth's Application Response to XO's Bona Fide Application,

the provisioning interval will be increased by one (1) business day for each business day after the initial five (5) business days. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to XO's Bona Fide Application or the Application will expire

6.5.1 Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. XO 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 XO 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 XO's Bona Fide Application or the Application will expire.

6.5.2 Bona Fide Firm Order (Mississippi). XO 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 XO 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) business days after BellSouth's Application Response to XO's Bona Fide Application or the Application will expire.

6.5.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of XO's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

6.5.4 Moved to Section 5.6.1

6.5.5 [Moved to Section 5.6.2

6.6

6.6.1 Construction and Provisioning Interval. In North Carolina , BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, 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. In the event XO submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event XO submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event XO submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with XO at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

6.6.2 To be considered a timely and accurate forecast, XO must submit to BellSouth the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.

6.6.3 Deleted

6.6.4 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (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 XO cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

6.6.5 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 ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and, in any event, will complete construction for cageless collocation arrangements under ordinary conditions within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with

only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

6.6.6 Deleted

6.6.7 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 one hundred twenty (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 one hundred eighty (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. BellSouth may elect to renegotiate an alternative provisioning interval with XO or seek a waiver from this interval from the Commission.

6.6.8 Deleted

6.7 Joint Planning. Unless otherwise agreed by the Parties, joint planning between BellSouth and XO will commence within a maximum of fifteen (15) calendar days from BellSouth's receipt of a Bona Fide Firm Order. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. BellSouth shall provide XO's assigned terminations on the BellSouth frame to XO during the joint planning process. Based on the assigned terminations, BellSouth will create CFAs, which will be provided to XO prior to Space Acceptance. The Collocation Space completion time period will be provided to XO during joint planning. BellSouth will complete design work related to work for which BellSouth is responsible following joint planning.

6.8 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within seven (7) business days of the completion of finalized construction designs and specifications.

6.9 Acceptance Walk Through. XO will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying XO that the collocation space is ready for occupancy. In the event that XO fails to complete an acceptance walkthrough within this fifteen (15)-day interval, the Collocation Space shall be deemed accepted by XO. BellSouth will correct any deviations to XO'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. Not withstanding the above, if for a reason due to BellSouth failure the review can't be concluded within the fifteen (15) days, the space will not be deemed accepted and XO will not be billed until such time as it is accepted by XO.

6.10 Use of BellSouth Certified Supplier. The parties are currently awaiting a decision to be released by the FCC that is expected to address co-carrier cross connects. The parties anticipate that, upon release of the order, mutually acceptable language will be developed to address this issue or language may be omitted. In the event that, subsequent to the FCC's release of its order, the parties are unable to agree on this issue, the parties reserve the right to address this issue in the arbitration.

BST PROPOSED LANGUAGE: XO shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work, or utilize its own employees to perform such work provided that XO has been certified by BellSouth to perform such work. XO and XO'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, that are no more stringent than that BellSouth requires of itself and it's contractors. In some cases, XO must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide XO with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing XO's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and XO upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill XO directly for all work performed for XO 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 XO or any supplier proposed by XO. All work performed by or for XO shall conform to generally accepted industry guidelines and standards that are no more stringent than that BellSouth requires of itself and it's contractors.

XO PROPOSED LANGUAGE: XO shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work, or utilize its own employees to perform such work provided that XO has been certified by BellSouth to perform such work. XO and XO'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, that are no more stringent than that BellSouth requires of itself and it's contractors. In some cases, XO must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide XO with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing XO's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and XO upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill XO directly for all work performed for XO 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 XO or any supplier proposed by XO. All work performed by or for XO shall conform to generally accepted industry guidelines and standards that are no more stringent than that BellSouth requires of itself and it's contractors.

6.11 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. XO shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service XO's Collocation Space. Upon request, BellSouth will provide XO with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by XO. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.

6.12 Basic Telephone Service. Upon request of XO, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.13 Virtual to Physical Collocation Relocation 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, XO may relocate any of 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 XO, such information will be provided to XO in BellSouth's written denial of physical collocation. To the extent that conversion of XO's virtual collocation arrangement to physical requires relocation of XO's equipment, and (i) physical Collocation Space becomes available to XO within 180 calendar days of BellSouth's written denial of XO's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) XO was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then XO 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. If XO's equipment is to be relocated, XO must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

6.13.1 Virtual Collocation Transition. BellSouth shall authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would cause the arrangement to become a safety hazard within the Premises or otherwise cause it to not comply with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; and (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. Notwithstanding the foregoing, if the BellSouth Premises is at or nearing space exhaust, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities. For conversions from virtual collocation arrangements to physical collocation arrangements that do not require relocation, XO shall pay the appropriate fees for physical collocation , and in Florida, where space is available in accordance with this section, XO may elect to have the equipment stay in place in the line up, in which case no application fee shall apply, but XO shall pay a charge for the administrative, billing, and engineering record updates, at the rates set forth in Exhibit C of this Attachment.

6.14 Cancellation. If, at anytime prior to space acceptance, XO cancels its order for the Collocation Space(s), XO will reimburse BellSouth in the following manner: BellSouth will ascertain how far preparation work has progressed. XO will be billed the applicable non recurring rate for any and all work processes for which work has begun. In no event shall such charges exceed the space preparation fee set forth in Exhibit C of this attachment.

6.15 Licenses. XO, 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 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

7. Rates and Charges

7.1 BellSouth shall assess an Application Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to section 2.1. Payment

of said Application Fee will be due as dictated by XO's current billing cycle and is non-refundable.

7.2 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. XO 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 XO first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event XO opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to XO as prescribed in Section 7.7. Space preparation fees under this section will not be applicable for XO arrangements in place pursuant to previous agreements.

7.3 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. XO 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 XO first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event XO opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to XO as prescribed in Section 7.7

7.4 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. In the event XO opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to XO as prescribed in Section 7.7.

7.5 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 XO 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 XO first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event XO opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to XO as described in Section 7.7.

7.6 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.

7.7 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, XO shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, XO 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 XO's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, XO 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 XO first occupies the Collocation Space, whichever is sooner.

7.8 Power. BellSouth shall make available –48 Volt (-48V) DC power for XO's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at XO's option within the Premises.

7.8.1 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 XO's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by XO's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by XO's BellSouth Certified power Supplier. XO is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to XO's equipment. 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 XO must provide BellSouth a copy of the engineering power specification prior to the day on which XO's equipment becomes operational ("Commencement Date"). BellSouth will

provide the common power feeder cable support structure between the BellSouth BDFB or power board and XO's arrangement area. XO shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within XO's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. XO shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

7.8.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, XO 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 XO's dedicated power plant results in construction of a new power plant room, upon termination of XO's right to occupy collocation space at such site, XO shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

7.8.3 If XO elects to install its own DC Power Plant, BellSouth shall provide AC power to feed XO'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 XO's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. XO's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At XO's option, XO may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

7.9 Security Escort. A security escort will be required whenever XO 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 5.6.1 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 C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and XO shall pay for such half-hour charges in the event XO fails to show up.

7.10 Cable Record charges. These charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records

7.11 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 an effective order, 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, XO shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to XO. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.12 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 as dictated in Attachment 7 of this Agreement.

8. Insurance

8.1 XO 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 B++ X.

8.2 XO 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 Deleted

8.2.4 XO 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 Deleted

8.4 All policies purchased by XO 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 XO's property has been removed from BellSouth's Premises, whichever period is longer. If XO fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from XO.

8.5 XO 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. XO shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from XO's insurance company. XO 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

8.6 XO must conform to reasonable recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations. Such recommendations shall be applied to XO at parity with BellSouth and on a nondiscriminatory basis.

8.7 Self-Insurance. If XO's net worth exceeds five hundred million dollars ($500,000,000), XO may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.2. XO 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 XO in the event that self-insurance status is not granted to XO. If BellSouth approves XO for self-insurance, XO shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of XO's corporate officers. The ability to self-insure shall continue so long as the XO meets all of the requirements of this Section. If the XO subsequently no longer satisfies this Section, XO is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.

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 XO to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.9 Failure to maintain the coverage required by 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 XO), 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 XO's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between XO's equipment and equipment of BellSouth. BellSouth may conduct an inspection if XO adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide XO 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 Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.4, preceding, or authorized agents of XO will be permitted in the BellSouth Premises. XO 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 XO name. BellSouth reserves the right to remove from its premises any employee of XO not possessing identification issued by XO or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. XO shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. XO shall be solely responsible for ensuring that any Guest of XO is in compliance with all subsections of this Section 11.

11.1.1 XO will be required, at its own expense, to conduct a statewide investigation of criminal history records for each XO employee being considered for work on the BellSouth Premises, for the states/counties where the XO 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. XO shall not be required to perform this investigation if an affiliated company of XO has performed an

investigation of the XO employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if XO 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 XO employee seeking access, for the states/counties where the XO employee has worked and lived for the past five years.

11.1.2 XO will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 XO shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. XO 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 XO personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that XO chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, XO may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

11.1.4 XO shall not knowingly assign to the BellSouth Premises any individual who was a former employee or contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense and who XO knows poses a security risk.

11.1.5 Deleted

11.1.6 For each XO employee requiring access to a BellSouth Premises pursuant to this Attachment, XO 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, other than misdemeanor traffic violations, XO will disclose the nature of the convictions to BellSouth at that time. In the alternative, XO 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 At BellSouth's request, XO shall promptly remove from BellSouth's Premises any employee of XO BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth. BellSouth will proceed with such investigation and conclude investigation in a reasonable timeframe, or 2) prior to the initiation of an investigation in the event that an employee of XO 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. BellSouth reserves the right to interview XO'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 at least two business days notice unless otherwise agreed to by the parties, to XO's Security contact of such interview. XO and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving XO's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill XO for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that XO's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill XO for BellSouth property which is stolen or damaged where an investigation determines the culpability of XO's employees, agents, or contractors and where XO agrees, in good faith, with the results of such investigation. XO shall provide BellSouth timely notification 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. XO shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.2.1 Parity. The security requirements imposed upon XO, its employees, contractors, and Guests under this Agreement shall be no more stringent than the requirements BellSouth places on its own employees, or authorized contractors, which ever requirements are the more stringent. In no event shall the security requirements imposed upon XO be more stringent than those applied to other CLECs collocated in the same central office, and operating under equivalent conditions.

11.2.2 Notification to XO. XO reserves the right to interview BellSouth's employees, agents, or contractors in the event of wrongdoing in or around XO's property or involving XO's personnel, provided that XO shall provide at least two business days' notice, unless otherwise agreed to by the parties, to BellSouth's Security contact of such interview. BellSouth and its contractors shall reasonably cooperate with XO's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving BellSouth's employees, agents, or contractors. Additionally, XO reserves the right to bill BellSouth for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that BellSouth's employees, agents, or contractors are responsible for the alleged act. XO shall bill BellSouth for XO property which is stolen or damaged where an investigation determines the culpability of BellSouth's employees, agents, or contractors and where BellSouth agrees, in good faith, with the results of such investigation. BellSouth shall provide XO timely notification in the event that BellSouth discovers one of its employees is a possible security risk to XO property. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices.

11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

11.5 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 XO's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate 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 XO's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly, and within a nondiscriminatory timeframe, without expense to XO, 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. XO 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 XO's acceleration of the project increases the cost of the project, then those additional charges will be incurred by XO. Where allowed and where practical, XO may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, XO shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for XO's permitted use, until such Collocation Space is fully repaired and restored and XO's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where XO has placed an Adjacent Arrangement pursuant to Section 3.5, XO 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 XO 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 XO 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
Page 1 of 4

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and XO 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 XO 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. XO should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for XO 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. XO 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 XO space with proper notification. BellSouth reserves the right to stop any XO 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 XO are owned by XO. XO 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 XO or different hazardous materials used by XO at BellSouth Facility. XO 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 XO to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and XO 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 XO will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, XO 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 XO 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, XO 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. XO further agrees to cooperate with BellSouth to ensure that XO'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 XO, 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	Compliance with all applicable	• Std T&C 450

or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• 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	• P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3

	equipment	• 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

THREE MONTH CLEC FORECAST

CLEC NAME _____ DATE _____

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB--Amps Load	BST Provided BDFB---Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non-Standard Bays**							

*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0".

** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

Notes: Forecast information will be used for no other purpose than collocation planning.
Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

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 XO is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location.

1.2 Right to occupy. BellSouth shall offer to XO 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 Section 4 of this Attachment, BellSouth hereby grants to XO a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by XO and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth remote locations other than those specified above.

1.3 In all states other than Florida, the number of racks/bays specified by XO may contemplate a request for space sufficient to accommodate XO's growth within a two year period.

1.4 In the state of Florida, the number of racks/bays specified by XO may contemplate a request for space sufficient to accommodate XO's growth within an eighteen (18) month period.

1.5 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

1.6 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 XO that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon XO's request, BellSouth will use its best efforts to obtain the owner's

consent and to otherwise secure such rights for XO. XO agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for XO. 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 XO as above, XO shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with XO in obtaining such permission.

1.7 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. XO 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. The parties are currently awaiting a decision to be released by the FCC that is expected to address use of space. The parties anticipate that, upon release of the order, mutually acceptable language will be developed to address this issue or language may be omitted. In the event that, subsequent to the FCC's release of its order, the parties are unable to agree on this issue, the parties reserve the right to address this issue in the arbitration.

BST PROPOSED LANGUAGE: XO shall use the Remote Collocation Space for the purposes of installing, maintaining and operating XO's equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

XO PROPOSED LANGUAGE: XO shall use the Remote Collocation Space for the purposes of installing, maintaining and operating XO's equipment (to include testing and monitoring equipment) used or useful, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.6 Rates and charges. XO agrees to pay the rates and charges identified in Exhibit C attached hereto.

1.7 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.

1.8 In North Carolina, the Parties agree to such rates, terms, and conditions in this Attachment until the Commission issues it's ruling in Docket No. P-100, sub 133j. Upon issuance of an effective order in that proceeding, the Parties agree to amend this agreement to incorporate the requirements of such order in accordance with Section 16, Modification of Agreement, of the General Terms and Conditions of this Agreement.

2. Space Availability Report

2.1 Reporting. Upon request from XO, 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.

2.1.1 The request from XO 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. If XO is unable to obtain the CLLI code, from for example a site visit to the remote site, XO may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, XO should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. XO should complete all the requested information and submit the Request with the applicable fee to BellSouth.

2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. This interval excludes national holidays. BellSouth will make best efforts to respond in ten (10) calendar 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 calendar day response time, BellSouth shall notify XO and inform XO of the time frame under which it can respond. In Mississippi, the above intervals shall be in business days.

2.2 Remote Terminal information. In Georgia, upon request, BellSouth will provide XO with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote

terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.

2.2.1 In Georgia, BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a XO request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by XO, up to a maximum of thirty (30) wire centers per XO request per month and up to for a maximum of 120 wire centers total per month for all CLECs; and (iii) XO agrees to pay the costs incurred by BellSouth in providing the information.

2.3 Regulatory Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency appropriately impose procedures or intervals applicable to XO 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.

3. Collocation Options

4.1 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. The parties are currently awaiting a decision to be released by the FCC that is expected to address the requirement of separate entrances. The parties anticipate that, upon release of the order, mutually acceptable language will be developed to address this issue or language may be omitted. In the event that, subsequent to the FCC's release of its order, the parties are unable to agree on this issue, the parties reserve the right to address this issue in the arbitration.

BST PROPOSED LANGUAGE: BellSouth shall allow XO to collocate XO's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow XO to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. For equipment requiring special technical considerations, XO 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, following. Subject to space availability and technical feasibility, at XO's option, XO may enclose its equipment.

XO PROPOSED LANGUAGE: BellSouth shall allow XO to collocate XO's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Remote Collocation Space. BellSouth shall allow XO to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. For equipment requiring special technical considerations, XO 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, following. Subject to space availability and technical feasibility, at XO's option, XO may enclose its equipment.

3.3 Shared (Subleased) Collocation. XO may allow other telecommunications carriers to share XO's Remote Collocation Space pursuant to terms and conditions agreed to by XO ("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. XO shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, 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 XO 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 XO.

3.3.1 XO shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide XO with a proration of the costs of the Remote 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, XO shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit C, 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. XO shall have no responsibility under this agreement to BellSouth or Guest for any provision of services, or access to unbundled network elements provided by BellSouth directly to the Guest. XO reserves the right to take appropriate actions to enforce against the Guest any provision of its agreement with Guest, including limitations on

Guest's ability to arrange directly with BellSouth for the provision of services and/or access to unbundled network elements.

3.3.2 XO 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 XO's Guests in the Remote Collocation Space to the extent that such claims arise out of the negligence, gross negligence, or willful misconduct of XO or Guest.

3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by XO and in conformance with BellSouth's design and construction specifications. Further, XO 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 XO elect such an option, XO 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, XO and XO's BellSouth Certified Contractor must comply with local building code requirements. XO's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. XO's BellSouth Certified Contractor shall bill XO directly for all work performed for XO pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. XO 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 XO's locked enclosure prior to notifying XO.

3.4.2 BellSouth maintains the right to review XO's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require XO, at XO'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 a reasonable time of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.3 XO shall provide, if applicable, 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 demarcation. At XO'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. XO's BellSouth Certified Contractor shall be responsible, at XO's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. At XO's option, XO may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.

3.4.4 BellSouth shall allow Shared (Subleased) Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

4 Occupancy

4.1 Occupancy. BellSouth will notify XO in writing that the Remote Collocation Space is ready for occupancy. XO must notify BellSouth in writing that collocation equipment installation is complete. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, XO may terminate occupancy in a particular Remote Site Location by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy.

4.2.1 Upon termination of occupancy, XO at its expense shall remove its equipment and other property from the Remote Collocation Space. XO shall have thirty (30) calendar days from the requested termination date to complete such removal, including the removal of all equipment and facilities of XO's Guests, unless XO's Guest has assumed responsibility for the Remote Collocation Space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date; provided, however, that XO shall continue payment of monthly fees to BellSouth until such date as XO, and if applicable XO's Guest, has fully vacated the Remote Collocation Space. Should XO or XO's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of XO or XO's Guest at XO's expense and with no liability for damage or injury to XO or XO'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, XO shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the XO except for ordinary wear and tear unless

otherwise agreed to by the Parties. XO 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. The parties are currently awaiting a decision to be released by the FCC that is expected to address the equipment types allowed in Collocation. The parties anticipate that, upon release of the order, mutually acceptable language will be developed to address this issue or language may be omitted. In the event that, subsequent to the FCC's release of its order, the parties are unable to agree on this issue, the parties reserve the right to address this issue in the arbitration.

BST PROPOSED LANGUAGE: BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.

XO PROPOSED LANGUAGE: BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 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. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on XO's failure to comply with these requirements.

5.1.2 XO 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 XO shall place a plaque or other identification affixed to XO's equipment to identify XO's equipment, including a list of emergency contacts with telephone numbers.

5.1.4 All XO 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 Site

Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.

5.2 Entrance Facilities. XO may elect to place XO-owned or XO-leased entrance facilities into the Remote Collocation Space from XO'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. XO 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. XO must contact BellSouth for instructions prior to placing the entrance facility cable. XO is responsible for maintenance of the entrance facilities.

5.2.1 Shared Use. XO may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to XO's collocation arrangement within the same BellSouth Remote Site Location.

5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between XO's equipment and/or network and BellSouth's network. BellSouth shall designate the demarcation point available closest to XO's equipment. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. XO or its agent must perform all required maintenance to XO equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following.

5.4 XO's Equipment and Facilities. XO, or if required by this Attachment, XO's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, monitoring, maintenance and repair of the equipment and facilities used by XO.

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. BellSouth will indemnify and hold XO harmless from and against any and all claims, actions, causes of action, or claims of damage or whatever nature, to XO's equipment or that of a Guest, or to XO's service, to the extent such claims arise out of the negligence or willful misconduct of BellSouth in accessing such space.

5.6 Access. Pursuant to Section 12, XO shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. XO 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 XO or XO's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by XO and returned to BellSouth Access Management within fifteen (15) calendar days of XO's receipt. Failure to return

properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. XO agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of XO employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with XO or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement. BST will provide XO with emergency access contact numbers in the event an access key fails to work properly.

5.6.1 XO must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date XO desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, XO may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event XO desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit XO to access the Remote Collocation Space accompanied by a security escort at XO's expense. XO must request escorted access at least three (3) business days prior to the date such access is desired.

5.7 Lost or Stolen Access Keys. XO 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), XO 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: 1) significantly degrade, interfere with or impair service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endanger or damage the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromise the privacy of any communications; or 4) create an unreasonable risk of injury or death to any individual or to the public. BellSouth shall not treat equipment deployed by XO as interfering with or impairing service provided by BellSouth or another interconnector solely on the basis that such equipment is of a different type than BellSouth's, or has not previously been utilized in a BellSouth Premise. If BellSouth reasonably determines that any equipment or facilities of XO violate the provisions of this paragraph, BellSouth shall give written notice to XO, which notice shall direct XO to cure the violation within forty-eight (48) hours of XO's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours of receipt of the written notice 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. The Parties will act in good faith and in a cooperative manner to determine or isolate the source of the interference or impairment.

5.8.1 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 subject to the requirements of Section 5.8.2 below, 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 XO's equipment. In such case BellSouth will endeavor, but is not required, to provide notice to XO prior to taking such action and shall have no liability to XO for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.8.2 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 XO fails to take curative action within 48 hours, or in the case XO disputes the existence of significant degradation or impairment, then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to XO, or if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, XO 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.

5.9 Presence of Facilities. Subject to the requirements of this Attachment, XO may place or install in or on the Remote Collocation Space such facilities and equipment, including storage for a spare equipment, as it deems desirable for the conduct of business. Provided that such equipment complies with provisions of Section 5.1 of this Attachment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Such Facilities and equipment placed by XO 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 XO at any time. Any damage caused to the Remote Collocation Space by XO's employees, agents or representatives shall be promptly repaired by XO at its expense.

5.10 Alterations. In no case shall XO or any person acting on behalf of XO make any material rearrangement, modification, improvement, addition, or other alteration which increases space requirements or substantially affects in any way, power, HVAC requirements, 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 specialized alterations

shall be paid by XO, unless such modification, improvement, addition, repair, or other alteration requires BellSouth to engage in additional engineering work or review, no subsequent application or application will be required. Minor repairs, such as routine maintenance and addition of equipment components, shall not require written consent. Any material rearrangement, modification, improvement, addition, or other alteration shall require an Application Fee.

5.11 Upkeep of Remote Collocation Space. XO shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. XO shall be responsible for removing any XO debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Space Notification

6.1 Regulatory Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency appropriately impose procedures or intervals applicable to XO 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.

6.2 Application for Space. XO shall submit a Remote Site Collocation Application when XO or XO's Guest(s), as defined in Section 3, desires to request or modify the use of the Remote Collocation Space.

6.3 Initial Application. For XO or XO's Guest(s) equipment placement, XO 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, and such information does not contain material errors or omissions. BellSouth, in reviewing the initial application, shall clarify all errors at once, rather than engage in serial clarifications of the same Application. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2. An Application Fee will apply.

6.4 Subsequent Application In the event XO or XO's Guest(s) desires to modify the use of the Remote Collocation Space after Bona Fide Firm Order, XO shall complete an Application detailing all information regarding the modification to the Remote Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by XO 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.

6.4.1 Subsequent Application Fee. The application fee paid by XO for its request to modify the use of the Remote Collocation Space shall be dependent upon the level of assessment needed for the modification requested and XO will be notified of the applicable fee within the same time intervals as set forth in Section 6.3, Application Response herein. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed and such information does not contain material errors or omissions.

6.5 Availability of Space. Upon submission of an Application, BellSouth will permit XO to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that physical collocation is not practical for technical reasons or because of space limitations and BellSouth pursues the appropriate waiver from the applicable State Commission as referenced below. 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 7 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify XO of the amount that is available.

6.5.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days (In Mississippi, ten (10) business days) as to whether space is available or not available within a BellSouth Remote Site Location. With the exception of Georgia, this interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify XO of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by XO, XO must resubmit its Application to reflect the actual space available.

6.5.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by XO; XO must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.

6.5.3 Deleted

6.6 Denial of Application. If BellSouth notifies XO that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying XO that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow XO, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. With the exception of Georgia, this interval excludes national holidays. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application. In Mississippi the above intervals shall be in business days. If the request for the tour is not received within five (5) calendar days, XO is entitled to tour the Premises within ten 10 business days of its request.

6.7 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) and applicable State Commission requirements. In the absence of State Commission requirements, then pursuant to FCC rules. Such petition shall include detailed floor plans or diagrams of the BellSouth premises. BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit XO to inspect any plans or diagrams that BellSouth provides to the Commission.

6.8 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 that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list

6.8.1 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 Remote Site Location 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. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

6.8.2 When space becomes available, XO must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification. XO may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If XO 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 XO from the waiting list. Upon request, BellSouth will advise XO as to its position on the list.

6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application date. This interval excludes national holidays. 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.

6.10 Application Response.

6.10.1 Application Response. In North Carolina, in addition to the notice of space availability pursuant to section 2.1, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.10.2 Deleted

6.10.2.1 Deleted

6.10.3 In 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 XO to place a Firm Order. When XO submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.10.4 In Georgia, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty (20) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and

any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.

6.10.5 Deleted

6.10.6 Application Response (Mississippi). In addition to the notice of space availability pursuant to Section 2.1, 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.

6.11 Application Modifications. (North Carolina). 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 XO 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 XO a Subsequent Application Fee. Major changes such as requesting additional space or adding equipment may require XO to submit the Application with an Application Fee.

6.11.1 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 XO 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 XO's Bona Fide Application as a result of changes requested by XO to XO's original Application, then BellSouth will charge XO a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require XO to resubmit the Application with an Application Fee.

6.11.2 Application Modifications (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 XO 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 XO's Bona Fide Application as a result of changes requested by XO to XO's original Application, then BellSouth will charge XO a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require XO to resubmit the Application with an Application Fee.

6.11.3 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 XO 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 XO's Bona Fide Application as a result of changes requested by XO to XO's original Application, then BellSouth will charge XO a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require XO to resubmit the Application with an Application Fee.

6.12 Bona Fide Firm Order.

6.12.1 Bona Fide Firm Order. In North Carolina, XO shall indicate its intent to proceed with equipment installation in a Company Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to the Company. A Firm Order shall be considered Bona Fide when XO has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by the Company. The Bona Fide Firm Order must be received by the Company no later than five (5) business days after the Company's Application Response to XO's Bona Fide Application. If the Bona Fide Firm Order is not received by BellSouth within five (5) business days after BellSouth's Application Response to XO's Bona Fide Application, the provisioning interval will be increased by one (1) business day for each business day after the initial five (5) business days. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to XO's Bona Fide Application or the Application will expire

6.12.2 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. XO 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 XO 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 XO's Bona Fide Application or the Application will expire.

6.12.3 Bona Fide Firm Order (Mississippi). XO 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 XO 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) business days after BellSouth's Application Response to XO's Bona Fide Application or the Application will expire.

6.12.4 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 XO'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.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

7.1.1 Construction and Provisioning Interval. In North Carolina , the Company will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, the Company will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major Company equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary. In the event XO submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event XO submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event XO submits such a forecast less than two (2) months prior to the application date, the above intervals may

be extended by sixty (60) calendar days. The Company will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with XO at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide Remote Collocation Space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

7.1.2 To be considered a timely and accurate forecast, XO must submit to the Company the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.

7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to Remote Collocation Space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (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 XO cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

7.1.4 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 ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and, in any event, will complete construction for cageless collocation arrangements under ordinary conditions within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission. Additionally, installations to existing collocation arrangements for line sharing or line splitting,

which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

7.1.5 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 one hundred twenty (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 Remote Collocation Space ("extraordinary conditions") within one hundred eighty (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. BellSouth may elect to renegotiate an alternative provisioning interval with XO or seek a waiver from this interval from the Commission.

7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide XO with the estimated completion date in its Response.

7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within seven (7) business days of the completion of finalized construction designs and specifications.

7.4 Acceptance Walk Through. XO will schedule and complete an acceptance walk through of each Remote Collocation Space with BellSouth within fifteen (15) days of BellSouth's notifying XO that the Remote Collocation Space is ready for occupancy. In the event that XO fails to complete an acceptance walkthrough within this fifteen (15)-day interval, the Remote Collocation Space shall be deemed accepted by XO. BellSouth will correct any deviations to XO'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. Not withstanding the above, if for a reason due to BellSouth failure the review can't be concluded within the fifteen (15) days, the space will not be deemed accepted and XO will not be billed until such time as it is accepted by XO.

7.5 Use of BellSouth Certified Supplier. The parties are currently awaiting a decision to be released by the FCC that is expected to address co-carrier cross connects. The parties anticipate that, upon release of the order, mutually acceptable language will be developed to address this issue or language may be omitted. In the event that, subsequent to the FCC's release of its order, the parties are unable to agree on this issue, the parties reserve the right to address this issue in the arbitration.

BST PROPOSED LANGUAGE: XO shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work, or utilize its own employees to perform such work provided that XO has been certified by BellSouth to perform such work XO and XO'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, that are no more stringent than that BellSouth requires of itself and it's contractors. In some cases, XO must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide XO with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing XO's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and XO upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill XO directly for all work performed for XO 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 XO or any supplier proposed by XO. All work performed by or for XO shall conform to generally accepted industry guidelines and standards that are no more stringent than that BellSouth requires of itself and it's contractors.

XO PROPOSED LANGUAGE: XO shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work, or utilize its own employees to perform such work provided that XO has been certified by BellSouth to perform such work XO and XO'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, that are no more stringent than that BellSouth requires of itself and it's contractors. In some cases, XO must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide XO with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing XO's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and XO upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill XO directly for all work performed for XO 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 XO or any supplier proposed by XO. All work performed by or for XO shall conform to generally accepted industry guidelines and standards that are no more stringent than that BellSouth requires of itself and it's contractors.

7.6 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. XO shall be responsible for placement, monitoring and removal of alarms used to service XO'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.

7.7 Virtual Remote Site Collocation Relocation. 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 C of this agreement. XO may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5. 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, XO may relocate 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 XO, such information will be provided to XO in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to XO within 180 calendar days of BellSouth's written denial of XO's request for physical collocation, and (ii) XO was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then XO may relocate 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. XO 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.

7.8 Cancellation. If, at anytime prior to space acceptance, XO cancels its order for the Remote Collocation Space(s), XO will reimburse BellSouth for the applicable non recurring rate for any and all work processes for which work has begun.

7.9 Licenses. XO, 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.

7.10 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

8. Rates and Charges

8.1 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. Payment of the Application Fee will be due as dictated by XO's current billing cycle and is non-refundable.

8.2 Recurring Fees. Recurring charges begin on the date that XO executes the written document accepting the Remote Collocation Space pursuant to Section 7, or on the date XO first occupies the Remote Collocation Space, whichever is sooner. If XO fails to schedule and complete a walkthrough pursuant to Section 7 within fifteen (15) days after BellSouth releases the space for occupancy, then BellSouth shall begin billing XO for recurring charges as of the sixteenth (16) day after BellSouth releases the Remote Collocation Space. Other charges shall be billed upon request for the services. All charges shall be due as dictated by XO's current billing cycle.

8.3 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 XO's equipment. XO 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

8.4 Power. BellSouth shall make available –48 Volt (-48V) DC power for XO's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at XO'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 XO'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.

8.4.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by XO's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. XO'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 XO's option, XO

may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

8.5 Security Escort. A security escort will be required whenever XO or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed 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 C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and XO shall pay for such half-hour charges in the event XO fails to show up.

8.6 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by an effective order, 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, XO shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to XO. 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.

8.7 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated in Attachment 7 of this Agreement.

9. Insurance

9.1 Maintain Insurance. XO shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of B++X.

9.2 Coverage. XO shall maintain the following specific coverage:

9.2.1 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.

9.2.2 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.

9.2.3 Deleted

9.2.4 XO 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.

9.3 Deleted

9.4 All policies purchased by XO shall be deemed to be primary. All policies purchased by XO 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 XO's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If XO fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from XO.

9.5 Submit certificates of insurance. XO 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. XO shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from XO's insurance company. XO 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

9.6 XO must conform to reasonable recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations. Such recommendations shall be applied to XO at parity with BellSouth and on a nondiscriminatory basis.

9.7 Self-Insurance. If XO's net worth exceeds five hundred million dollars ($500,000,000), XO may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.3. XO 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 XO in the event that self-insurance status is not granted to XO. If BellSouth approves XO for self-insurance, XO shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of XO's corporate officers. The ability to self-insure shall continue so long as XO meets all of the requirements of this Section. If XO subsequently no longer satisfies this Section, XO is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.3.

9.8 Net worth requirements. The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to XO to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.9 Failure to maintain the coverage required by the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

10.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or XO), 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.

11. Inspections

11.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of XO's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between XO's equipment and equipment of BellSouth. BellSouth may conduct an inspection if XO adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide XO 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.

12. Security and Safety Requirements

12.1 XO will be required, at its own expense, to conduct a statewide investigation of criminal history records for each XO employee being considered for work on the BellSouth Premises, for the states/counties where the XO 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. XO shall not be required to perform this investigation if an affiliated company of XO has performed an investigation of the XO employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if XO has performed a pre-employment statewide investigation of criminal history records of the XO employee for the states/counties where the XO employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

12.2 XO 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 Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the XO name. BellSouth reserves the right to remove from its premises any employee of XO not possessing identification issued by XO or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. XO shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. XO shall be solely responsible for ensuring that any Guest of XO is in compliance with all subsections of this Section 12.

12.3 XO 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.

12.4 XO shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. XO 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 access to any XO personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that XO chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, XO 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).

12.4.1 XO shall not knowingly assign to the BellSouth Premises any individual who was a former employee or contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense and who XO knows poses a security risk.

12.4.2 Deleted

12.5 For each XO employee requiring access to a BellSouth Premises pursuant to this Attachment, XO 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, XO will disclose the nature of the convictions to BellSouth at that time. In the alternative, XO 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.

12.6 At BellSouth's request, XO shall promptly remove from BellSouth's Premises any employee of XO BellSouth does not wish to grant access to its premises; 1) pursuant to any investigation conducted by BellSouth, BellSouth will proceed with such investigation and conclude investigation in a reasonable timeframe, or 2) prior to the initiation of an investigation if an employee of XO is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

12.7 Notification to BellSouth. BellSouth reserves the right to interview XO'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 at least two business days notice unless otherwise agreed to by the parties, to XO's Security contact of such interview. XO and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving XO's employees, agents, or contractors. XO reserves a similar right to interview BellSouth's employees, agents, or contractors in the event of wrongdoing in or around XO's property or involving XO's property or personnel. Additionally, each party reserves the right to bill the other for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that that party's employees, agents, or contractors are responsible for the alleged act. Either party may bill the other for the value of property which is stolen or damaged where an investigation determines the culpability of that party's employees, agents, or contractors and where such party agrees, in good faith, with the results of such investigation. Each party shall notify the other party in writing immediately in the event that it discovers one of its employees already working on the 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 Premises, any employee found to have violated the security and safety requirements of this section. Each party shall hold the other harmless from any damages resulting from the proper removal of the other party's personnel from the Premises.

12.7.1 Parity. The security requirements imposed upon XO, its employees, contractors, and Guests under this Agreement shall be no more stringent than the requirements BellSouth places on its own employees, contractors, or authorized contractors, which ever requirements are the more stringent. In no event shall the security requirements imposed upon XO be more stringent than those applied to other CLECs collocated in the same central office, and operating under equivalent conditions.

12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

12.9 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. In no event shall XO, its agents, vendors or employees access BellSouth or any other CLEC's end user telephone lines.

12.10 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.

13. Destruction of Remote Collocation Space

13.1 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 wholly unsuitable for XO's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote 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 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 XO's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly, and within a nondiscriminatory timeframe, without expense to XO, 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. XO 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 XO's acceleration of the project increases the cost of the project, then those additional charges will be incurred by XO. Where allowed and where practical, XO may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, XO shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for XO's permitted use, until such Remote Collocation Space is fully repaired and restored and XO'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 XO has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, XO 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.

14. Eminent Domain

14.1 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 XO 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.

15. Nonexclusivity

15.1 Attachment is not exclusive. XO 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

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 XO 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 XO 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. XO should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for XO 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. XO 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 XO space with proper notification. BellSouth reserves the right to stop any XO 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 XO are owned by XO. XO 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 XO or different hazardous materials used by XO at BellSouth Facility. XO 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 XO to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and XO 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 XO will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, XO 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 XO 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, XO 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. XO further agrees to cooperate with BellSouth to ensure that XO'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 XO, 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	• P&SM Manager -

	must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

EXHIBIT B

THREE MONTH CLEC FORECAST

CLEC NAME _____ **DATE** _____

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB--Amps Load	BST Provided BDFB---Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non-Standard Bays**							

*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0".

** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

Notes: Forecast information will be used for no other purpose than collocation planning.
Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

Attachment 4

Microwave Collocation

BELLSOUTH
MICROWAVE COLLOCATION

Where technically feasible and where space is available, BellSouth will provide for physical collocation of XO's microwave equipment on the roofs of BellSouth's Central Office Buildings. Such equipment will be limited to that necessary for interconnection of XO's network facilities to BellSouth's network or access to BellSouth's unbundled network elements.

Microwave Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna(e) on the roof top or other suitable exterior spaces of BellSouth's Central Offices and does not include the construction of towers. The Parties will work together to determine the preferable type of antenna mount reasonably considering such factors as permitting requirements, roof maintenance issues and any other relevant factors. BellSouth shall have final approval of the type of antenna mount. The Parties agree that the elements listed below reflect requirements for Microwave Collocation, which shall be provided in accordance with the rates, terms and conditions set forth below. The Parties acknowledge that Microwave Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by BellSouth where technically feasible but is not guaranteed to be available. XO accepts the responsibility of determining unobstructed line-of-sight at any location where XO applies for Microwave Collocation.

1. PROVISIONING PROCESS AND FEES

A. Initial Site Visit

XO will provide a Site Visit Request to BellSouth, in writing, setting forth the names of the BellSouth Central Office Buildings(s) XO wishes to visit for potential Microwave Collocation. Such site visit consists of XO representatives and appropriate BellSouth personnel visiting a BellSouth Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. XO will be responsible for making an unobstructed line-of-sight determination. Such Site Visit does not obligate XO to request, or BellSouth to provide, Microwave Collocation on the site. The site visit will take place within fifteen (15) business days of receipt by BellSouth of XO's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

XO will submit a Site Visit Request Fee as specified in Exhibit 2 of this Attachment, and will pay for the reasonable cost BellSouth incurs for travel, if necessary, for each site requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by BellSouth to XO at BellSouth's loaded labor rates on a per hour basis in addition to the Site Visit Request Fee. BellSouth will make every effort possible to use resources near the requested location to minimize travel required. If BellSouth determines that airline travel is required, BellSouth will contact XO in an effort to discuss possible alternatives.

B. Microwave Collocation Application

This provision shall coincide with provisions under Section 6 and 7 of the BellSouth Physical Collocation Attachment 4.

BellSouth will respond to Microwave Collocation Application(s) pursuant to Section C of this Attachment.

XO shall submit the Application and Inquiry document and appropriate collocation application fee pursuant to BellSouth's FCC #1, Section 20 tariff (for virtual) or Section 7 of the BellSouth Physical Collocation Attachment 4, in addition to a Microwave Collocation Application for each central office building where XO seeks Microwave Collocation. This application and fees will apply both to space on the roof as well as space inside the BellSouth central office.

XO shall provide BellSouth with the following data on the application to the extent available recognizing that certain information may change depending on the final determination of the location providing line of sight:

- Type of antenna mount (pipe, NPRM)
- Type of equipment to be collocated within XO's case (vendor, capacity)
- Line of sight requirements (Azimuth)
- Relevant information includes: Station Name, Call Sign, Latitude, Longitude, Primary Antenna Type, Equipment Type, Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
- WEIGHT AND CONFIGURATION
- Other relevant information as identified at the INITIAL site visit.

Roof Inspection: BellSouth may require a roof inspection at any site where XO requests Microwave Collocation. XO will bear
The reasonable cost of the inspection including reasonable travel cost if any. BellSouth intends to use an independent contractor which may be accompanied by BellSouth personnel. The roof inspection fee shall be assessed on an individual case basis unless negotiated as a flat rate by the Parties. Such Roof Inspection does not obligate BellSouth to provide Microwave Collocation on the site.

If BellSouth concludes that rooftop/exterior space which provides XO with unobstructed line-of-sight does not appear to be technically feasible, BellSouth will provide XO a written explanation of such technical infeasibility within thirty (30) business days of BellSouth's receipt of the collocation application including those cases where BellSouth's known business plans provide for or include an addition to the building which would impact the line of sight. This explanation will be included in the response to XO's application.

BellSouth or its designated subcontractors shall perform all necessary work associated with the Microwave Collocation arrangement involving power and building modifications unless otherwise agreed to by the Parties. All work performed shall be done by a BellSouth certified vendor. XO shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work of the Microwave Collocation arrangement pursuant to TR-73503, BST Electrical Standards for Wireless Service Providers on BellSouth facilities Issue 1, Sept 1996, and BST Building Construction and Fire Safety Standards – Section 16170 – June 1998. In some cases XO must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide XO with a list of Certified Vendors pursuant to Section 20.20 of BellSouth's FCC #1, Virtual Expanded Interconnection tariff or the Physical Collocation Attachment 4 and the Certified Vendor shall bill XO directly for all work performed for

XO and BellSouth shall have not liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying XO or any vendor proposed by XO.

If rooftop/exterior space is available BellSouth shall provide XO an estimate for such microwave collocation as described more fully in provision 1.C.

C. **Preparation of Estimate / Application Response**

Within thirty (30) business days of receiving from XO a single complete and accurate Application and Inquiry document, BellSouth will provide, as more fully described below, an estimate including an estimate for the Non-Recurring Charges and Monthly Recurring Charges pursuant to the rates and terms set forth in BellSouth's FCC #1, Section 20 tariff for virtual collocation and Exhibit C of the BellSouth Physical Collocation Attachment 4.

The estimate shall reflect the specifications submitted by XO and may change based on the actual field conditions encountered during construction.

(1) Estimate:

(a) The Estimate /Application Response shall set forth separate estimated charges for the following work related to the installation of the Microwave Antenna Arrangement.

(i) **Architectural Plan and Structural Review**:

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit 2 of this Attachment, for BellSouth Architects or its contractors reasonably necessary to review the plans for the Microwave Collocation Arrangement. This will include applicable consulting charges and fees for reviewing permitting material and/or assisting XO in the permitting process to the extent required.

(ii) **Permitting Review**:

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit 2 of this Attachment, for BellSouth Property and Services Management and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting XO in the permitting process. BellSouth shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and BellSouth shall have the right to be represented at all hearings in connection with governmental approvals.

(iii) **Exterior (and Related Interior) Building Modification Work**:

BellSouth will include a quote for BellSouth to perform coring within the Central Office, roof strengthening or any other exterior or related interior building modification that may be required.

(iv) **Supervision of General Contractor**:

This shall be assessed as part of the non-recurring Microwave Preparation Fee as specified in Exhibit 2 of this Attachment, if necessary, for BellSouth Property and Services Management personnel, Consultants, or Project Managers who monitor the Microwave Antenna Support Structure installation performed by XO's contractor. The level of BellSouth's personnel or consultants shall be commensurate with the requirements for supervising the project and monitoring construction.

(v) **Special Security Construction:**

If BellSouth demonstrates that new secure access to the Microwave Collocation location is reasonably necessary, the costs associated with the construction of such access shall be described on a separate schedule to be provided by BellSouth to XO.

(b) **Recurring Charges**

These consist of:

(i) Monthly Recurring Roof-top Space Rental Fee:

The Monthly Recurring Roof-top Space Rental Fee shall be on a per square foot basis with a minimum of 12 square feet per microwave arrangement as set forth in Exhibit 2 of this Attachment. XO is limited by building and structural support constraints for determining the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet mount. The diameter of the microwave antenna(e) will be subject to a height limitation of twenty (20) feet above the building or point of attachment, subject to line-of-sight, safety, and structural engineering guidelines, (e.g., weight, wind load). Such equipment will be subject to a structural analysis to be performed by BellSouth's Structural Engineer at XO's sole expense, to ensure that the equipment does not overload the building structure. If any structural reinforcement is required in order to accommodate the placement of the requested diameter and height of such microwave antenna(e), XO will not be allowed to place such microwave antenna(e).XO agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna (e) be directed across open roof space without approval of BellSouth which shall not be unreasonably withheld. XO shall be responsible for ensuring that the arrangement complies with local zoning requirements.

The billing for the Rooftop Space Rental Fee shall begin the date the interior and rooftop space preparation activities are complete and the space is made available to XO, or the date XO first begins the Rooftop microwave equipment installation, whichever is sooner. BellSouth will work with XO to avoid unreasonable time differences between the completion of rooftop space preparation and interior collocation space construction.

D. Bona Fide **Firm Order**

All estimates shall be valid for thirty (30) days from issuance, and XO shall accept or reject within such time period, unless an extension is requested in writing by XO and agreed to by BellSouth. Such extension will not exceed thirty (30) days. To accept an estimate, XO shall so state in writing by submitting a Bona Fide Firm Order to BellSouth and shall pay BellSouth 50% of the total estimated charges ("Initial Payment") with the balance of the actual charges due upon completion of the Microwave Collocation area and any necessary supporting electrical or building modification work. Payment requirements will be commensurate with BellSouth's FCC #1tariff, Section 20, or Section 6 of the BellSouth Physical Collocation Attachment 4.

BellSouth will permit one accompanied site visit to XO's designated Microwave collocation arrangement location after receipt of the Firm Order without charge to XO.

E. **Pre-Design Meeting**

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and XO will commence within a maximum of 15 business days from BellSouth's receipt of a Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Microwave Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Firm Order. The Collocation Space Completion time period will be provided to XO during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

F. **Equipment and Testing**:

XO shall be responsible for providing, at its sole expense, the antenna (e), coaxial cable, brackets, connectors, support structure, grounding and bonding materials, and weather-proofing materials for such support structure or antenna (e) required for the Microwave Collocation. XO shall also be solely responsible for final adjustments (e.g., pointing) of the antenna (e).

G. **Use Permits**:

XO shall be responsible for obtaining all relevant Use Permits (UPs) and shall bear all costs and fees. XO shall regularly apprise BellSouth of the status of such permitting and consult with BellSouth as reasonably necessary.

2. NO PROPERTY RIGHT CONFERRED

Notwithstanding anything contained herein to the contrary, Microwave Collocation shall not confer or be deemed to confer any property interest or right in BellSouth's property, and XO hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. A limit of two (2) XO Microwave Collocation arrangements per Central Office will be permitted unless otherwise agreed to by the Parties.

Title to XO's Microwave Collocation equipment shall remain in XO as the property of XO and shall not become fixtures to BellSouth's property.

3. RESPONSIBILITY OF THE PARTIES

A. XO shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the governmental agencies with jurisdiction, including without limitation, use permits, buildings permits, FCC licenses and FAA approval, if required, to operate and maintain XO's facilities during the Term of this Agreement.

B. XO shall not use BellSouth's property or permit XO's agents or contractors to do anything in or about the Central Office (s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of XO's Microwave Collocation equipment. XO shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties.

C. Where BellSouth performs any of the work pursuant to the quotes set forth in 1.C.(1)(a), BellSouth shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. BellSouth shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. BellSouth shall require that all BellSouth Contractors include XO as an ADDITIONAL INSURED to any policies of insurance maintained by the Contractor for purposes of the work, and shall indemnify XO from losses, costs and expenses incurred as a result of contractor's work. XO hereby acknowledges and agrees that BellSouth shall not be liable for the work performed, material, supplies, or work products furnished by any contractor, and that XO shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing BellSouth from any claim or liability therefrom except to the extent of the negligence or willful misconduct of BellSouth in the performance of its project management activities.

D. Notwithstanding any other provision of this Agreement, XO hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Central Office, and/or BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at BellSouth's Property ("Other Wireless Carriers"). XO shall cooperate with BellSouth and all Other Wireless Carriers so as to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, XO's facilities shall not physically, electronically, or inductively interfere with the existing BellSouth or other customers' or tenants' existing facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.

E. In the event XO desires to relocate any of its then-existing Microwave Collocation facilities to a different place on the relevant BellSouth Central Office rooftop, XO shall submit a new application with an application fee to BellSouth specifying the new location XO proposes to occupy. If the relocation does not require BellSouth to expend capital, then a Subsequent Application fee will apply as covered in Exhibit C of the BellSouth Physical Collocation Attachment 4.

BellSouth shall, within thirty (30) business days of receipt of a complete application, approve such relocation or describe, in writing, why such relocation is not technically feasible.

F. XO's Insurance Obligations

The insurance requirements are set forth pursuant to Section 8 of the Physical Collocation Attachment 4 to the Interconnection Agreement

G. At its sole cost and expense, XO shall maintain XO's Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, XO shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If XO shall fail to keep its Microwave Collocation space in such workmanlike condition after ten (10) days written notice form BellSouth, BellSouth shall have the right but not the obligation to clean up the space on XO's behalf. In such event, XO shall be liable to BellSouth for the cost and expense of such work, upon written demand.

4. SECURITY AND SAFETY REQUIREMENTS

The security and safety requirements are set forth pursuant to Section 11 of the Physical Collocation Attachment 4 to the Interconnection Agreement

5 CABLE PROVISIONING

XO is responsible for providing, running, and maintaining the cable from the radio frequency (RF) equipment to the collocation cage through the use of a BellSouth Certified Vendor. BellSouth transmission engineering bonding and grounding rules MUST be followed where the cable enters the central office and at the equipment location. BellSouth shall designate the point of entrance of the cable from the roof into the BellSouth Central Office building. BellSouth will be responsible for providing any necessary cable support structure at a rate indicated in Exhibit 2 of this Attachment. A BellSouth consultant must approve how the cable will be run.

6. LINE OF SIGHT

BellSouth will manage roof space on a first-come /first-served basis. BellSouth will work cooperatively with XO in determining suitable space for XO equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to Section 1A, and Section 1D above, XO is guaranteed a clear line of sight from the antenna mount and the edge of BellSouth's roof line. If BellSouth requires a building enhancement modification or through the placement of additional equipment obstructs XO's existing line of sight, BellSouth will work with XO to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The costs of this modification will be borne by BellSouth.

If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

7. ANTENNA MODIFICATIONS

XO must submit an application with an application fee as indicated in Exhibit C of the BellSouth Physical Collocation Attachment 4 before adding additional equipment to the

microwave collocation space or to move equipment outside of designated space. XO may not construct improvements or make Major Alterations to its rooftop space or microwave transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. BellSouth shall respond to any single request (application)within thirty (30) business days. "Major Alterations" shall include but not be limited to: (i) additional construction by XO of support equipment within its rooftop space, (ii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized and weight or smaller mounted equipment or similar functionality, (ii) routine repairs and maintenance to such microwave transmission facilities. Additional equipment or movement of existing equipment will require a new application and application fee. Anything outside of normal maintenance may require a subsequent application fee as indicated in Exhibit C of the BellSouth Physical Collocation Attachment 4.

8. USE OF ANTENNA SPACE ON OTHER BELLSOUTH TOWERS

Requirements for antenna space on existing towers that are not part of a BellSouth central office will be handled through BellSouth's Master Licensing Process.

9. EQUIPMENT REMOVAL

A. If, at any time, BellSouth reasonably determines that any of XO's facilities or equipment or the installation of XO's facilities or equipment does not meet the requirements outlined in this Agreement, XO will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it complaint. The removal of equipment must be done by a BellSouth Certified Vendor unless the Parties agree that another certified vendor can be used. If XO fails to correct any non-compliance with these standards or fails to demonstrate that the equipment is compliant within fifteen (15) days' written notice to XO, BellSouth may have the facilities or equipment removed or the condition correct at XO's expense. Removal of Microwave Collocation equipment shall be as specified in paragraph 9B below.

B. Except where otherwise agreed to by the Parties, XO may terminate occupancy in a particular Collocation Space upon thirty (30) business days prior written notice to BellSouth. Upon termination of such occupancy, XO at its expense shall remove its equipment and other property from the Collocation Space. XO shall have thirty (30) business days from the termination date to complete such removal, provided, however, that XO shall continue payment of monthly fees to BellSouth until such date as XO has fully vacated the Collocation Space. Should XO fail to vacate the Collocation Space within thirty (30) business days from the termination date, BellSouth shall have the right to remove the equipment and other property of XO at XO's expense and with no liability for damage or injury to XO 's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Agreement with respect to a Collocation Space, XO shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by the XO except for ordinary wear and tear unless otherwise agreed to by the Parties.

10. NATURE OF USE

XO equipment must comply with BellCore Network Equipment Building System (NEBS) Requirements, Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97. Requirements of provision 20.18 of BellSouth's FCC #1 tariff also apply. The

operation of XO's microwave equipment shall comply with all applicable federal and state RF guidelines.

11. POWER REQUIREMENTS FOR MICROWAVE ARRANGEMENT

BellSouth will not provide power or environmental support to the roof space. If BellSouth agrees in response to a specific request by XO to provide power or environmental support to the roof space, XO will bear all associated costs as specified by BellSouth to provide such services.

12. GROUNDING AND BONDING

XO at its expense will ensure that any microwave equipment placed on the rooftop collocation space or in the building shall be grounded and bonded according to BellSouth's standards which shall be at a minimum consistent with industry standards. BellSouth agrees that grounding and bonding requirements shall be applied in parity to itself and other Interconnectors for similar types of equipment.

13. COLLOCATION AGREEMENT PROVISIONS

Any provision provided specifically herein shall be in addition to applicable provisions in the Collocation Agreement.

EXHIBIT 1: MICROWAVE COLLOCATION RATE ELEMENT DEFINITIONS AND CONDITIONS

Non-recurring charges - Relating to Microwave Roof Equipment

1) **Microwave Preparation Fees**

Architectural Plan and Structural Review
Permitting Review
Exterior and Related Interior Building Modification Work
General Contractor Supervision
Special Security Construction

2) **Coring/Cable Support Structure**

Electrical and Building modification work for coring
Weather Proofing
Cable Support Structure

3) **Roof Preparation (if applicable)**

Engineering Study (To develop roof preparation alternatives/costs)

4) **Escort - charge for access to roof**
Charge for access to Roof

Recurring charges - Relating to Microwave Roof Equipment

1) **Roof Space Lease Charge**

Monthly rate for leasing rooftop or other suitable exterior space on BellSouth CO on a per square foot basis.

EXHIBIT 2: MICROWAVE COLLOCATION RATES

Non-recurring charges*

1)	Site Visit Request Fee (2 hours)	$250.00 Per Site Visit for each CO
2)	Microwave Prep fee	[ICB FOR EACH CO]
3)	Coring/Cable Support Structure	[ICB FOR EACH CO]
4)	Roof Preparation/Exterior Cable Support Structure	[ICB FOR EACH CO]
5)	Microwave Installation	[ICB FOR EACH CO]
6)	Additional Charges**	[BASED ON ICB]

* With the exception of Additional Charges, all Non-recurring Charges shall be assessed on an interim basis subject to true up based on a BellSouth cost study to determine the appropriate cost for such activities. Rates shall be trued-up based on an effective Commission Order or agreement by the Parties.

** Additional costs for environmental conditioning (if applicable) will be developed and charged as an ICB. These charges include but are not limited to (to the extent applicable): exterior cable support structure; coring; and roof reinforcement. These costs along with the building Modification costs will be pro-rated back to existing customers when new applicants are put into service.

Monthly recurring rates*

1)	Roof space (per sq. ft.)**	$ 5.50

* All Recurring rates shall be assessed on an interim basis subject to true up based on a BellSouth cost study to determine the appropriate cost for such activities.

** A minimum of 12 square feet is required per microwave arrangement.

Electronic Data Interchange (EDI) – *CLEC*

EDI Overview:

EDI is the process of exchanging business documents between trading partners using a computer-to-computer application over a communications path.

Standards:

Developed by American National Standards Institute (ANSI)

- Accredited Standards Committee (ASC X12)

Alliance of Telecommunications Industry Solutions directs how standards will be used.

- Telecommunications Industry Forum (TCIF) ensures ANSI standards address telecommunications industry business needs
- Service Order Sub-Committee (SOSC) develop EDI guidelines based on OBF standards

BellSouth's current standard platform is ASC X12's 4010/TCIF Issue 9 (LSOG 4)

Private/Proprietary
Contains private and/or proprietary information. May not be used or disclosed outside the BellSouth companies except pursuant to a written agreement

Chapter 12.0 Appendix

Appendix F

Electronic Interface Overview

Private/Proprietary
Contains private and/or proprietary information. May not be used or disclosed outside the BellSouth companies except pursuant to a written agreement

BellSouth's
Electronic Interfaces



- LENS
- EDI
- TAG
- TAFI
- SOTS
- PON STATUS
- PIC
- ICREF
- CAFE
- CPSS
- CPSS/TA

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Electronic Data Interchange (EDI) – *CLEC*

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Alliance of Telecommunications Industry Solutions directs how standards will be used.

- Telecommunications Industry Forum (TCIF) ensures ANSI standards address telecommunications industry business needs
- Service Order Sub-Committee (SOSC) develop EDI guidelines based on OBF standards

BellSouth's current standard platform is ASC X12's 4010/TCIF Issue 9 (LSOG 4)

Private/Proprietary
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Translator Software:

Trading partners are responsible for maintaining their "translator software" in accordance with ANSI ASC X12 standards.

Create your own EDI Interface to BellSouth

- BellSouth EDI specifications and business rules published in the Local Exchange Ordering (LEO) Implementation Guide (Volumes 1-4) On the Internet at: http://www.interconnection.bellsouth.com/guides/html/leo.html

Connectivity:

- VAN to BST (Trading partner's VAN to BST)

- LAN-to-LAN - Dedicated line between Trading Partner facility and BellSouth's EDI gateway; can be 56K, T1 or fractional T1, Frame Relay or Point-to-Point protocols. Connect:Direct file transfer software from Sterling Commerce required.

Order Types/Functionality:

Resale

- Business Lines
- Residential Lines
- Associated Features (Custom Calling, TouchStar, etc.)

Private/Proprietary
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- Hunting
- PBX Trunks (2-way, 1-way)
- Additional DID trunks on existing DID service
- Additional DID numbers on existing DID service

UNEs

- Loop Service
- Loop with Interim Number Portability - INP
- Loop with LNP Number Portability - LNP
- Interim Number Portability – INP
- Local Number Portability – LNP
- Port Service
- UNE Switched Combinations

xDSL (Requires TCIF 9)

- 2-wire Asymmetrical Digital Subscriber Line (ADSL)
- 2- and 4-wire High-Bit Rate Digital Subscriber Line (HDSL)
- 2- and 4-wire short and long Unbundled Copper Loop (UCL-S, UCL-L)

* Please refer to the BellSouth Business Rules for Local Ordering chapter 2.6.1 on pages 165 and 166 for electronic ordering exceptions.

Additional Functionality:

- Return of Firm Order Confirmations, Completion Notices and Error Messages
- Operates in batch mode

Private/Proprietary
Contains private and/or proprietary information. May not be used or disclosed outside the BellSouth companies except pursuant to a written agreement

EDI Testing Phases:

- Connectivity
- Syntax
- End-to-End
- Service Readiness Testing

Private/Proprietary
Contains private and/or proprietary information. May not be used or disclosed outside the BellSouth companies except pursuant to a written agreement

When the terminating party develops message recording technology that identifies the jurisdiction of traffic terminated, the parties shall work cooperatively to develop terms for the appropriate local usage compensation to be paid, audit provisions, and other terms consistent with this Agreement.

BELLSOUTH / XO RATES
Collocation
Florida

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		$3,791.00	$3,791.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		$3,160.00	$3,160.00								
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		$1,211.00	$1,211.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft			CLO	PE1SK	$2.58										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft - Cageless			CLO	PE1SL	$2.96										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	$100.66										
		Physical Collocation - Cable Installation			CLO	PE1BD		$1,826.00	$1,826.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	$6.57										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	$21.66										
	Note 1	Physical Collocation - Power per Fused Amp			CLO	PE1PL	$7.50	ICB	ICB								
	Note 1	Physical Collocation - Power per Fused Amp			CLO	XXXXX	$8.86										
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	$5.62										
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	$11.26										
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	$16.88										
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	$38.98										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	$0.074	$34.53	$32.51								
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	$0.148	$34.54	$32.53								
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	$1.29	$54.15	$40.94								
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	$17.48	$53.28	$39.65								
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	$2.96	$53.28	$39.66								
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	$5.66	$66.08	$52.47								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	$205.93										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	$20.20										
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AX	$0.0113										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	$0.06	$56.03	$56.03								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		$15.71	$15.71								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		$45.93	$45.93								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		$26.41	$26.41								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		$26.41	$26.41								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		$2,168.00	$2,168.00								
		Collocation Cable Records - per request *			CLO	PE1CR		$1,709.00	$1,166.00								
		Collocation Cable Records - VG/DS0 Cable, per cable record *			CLO	PR1CD		$923.86	$923.86								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *			CLO	PE1CO		$18.03	$18.03								
		Collocation Cable Records - DS1, per T1TIE *			CLO	PE1C1		$8.44	$8.44								
		Collocation Cable Records - DS3, per T3TIE *			CLO	PE1C3		$29.54	$29.54								
		Collocation Cable Records - Fiber Cable, per cable record *			CLO	PE1CB		$279.05	$279.05								
		Physical Collocation - Security Escort - Basic, Per Quarter Hour			CLO	PE1BQ		$10.89									
		Physical Collocation - Security Escort - Overtime, Per Quarter Hour			CLO	PE1OQ		$13.64									

BELLSOUTH / XO RATES
Collocation
Florida

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Security Escort - Premium, Per Quarter Hour			CLO	PE1PQ		$16.40									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	$0.182										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft			CLO	PE1JC	$6.70										
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	$0.074	$34.53	$32.51								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL, UCL,CLO	PE1P4	$0.148	$34.54	$32.53								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLO	PE1P1	$1.29	$54.15	$40.94								
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	$17.48	$53.28	$39.65								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	$2.96	$53.28	$39.66								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	$5.66	$66.08	$52.47								
		Adjacent Collocation - Application Fee			CLO	PE1JB		$2,677.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	$5.62										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	$11.26										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	$16.88										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	$38.98										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLO	PE1RA		$874.14	$874.14								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLO	PE1RB	$232.50										
		Physical Collocation in the Remote Site - Security Access - Key *			CLO	PE1RD		$26.20	$26.20								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLO	PE1SR		$231.45	$231.45								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLO	PE1RE		$75.13	$75.13								
	Note 2	Co-Carrier Cross-Connect															
		Fiber Cable Support Structure				PE1ES		$0.06									
		Copper or Coaxial Cable Support Structure				PE1DS		$0.03									
	Note 1	-48V DC Power For arrangements in place prior to the effective date of this exhibit, the recurring charges, PE1PL as stated in this Exhibit 5 to the Agreement shall apply.															
		For arrangements or augments requested pursuant to this Agreement, the recurring charges XXXXX as stated in this Exhibit D shall apply															
	Note 2	Co-Carrier Cross-Connect.. For arrangements in place prior to the effective date of this exhibit, the recurring charges as stated in this Exhibit D shall apply															
	*	Interim rates which are subject to true-up.															

BELLSOUTH / XO RATES
Collocation
Georgia

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		$3,755.00	$3,755.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		$3,130.00	$3,130.00								
		Physical Collocation - Space Preparation Fee Per Square Ft			CLO	PE1BB		$100.00	$100.00								
		Physical Collocation - Cable Installation			CLO	PE1BD		$1,693.00	$1,693.00								
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	$4.47										
		Physical Collocation - Floor Space - Zone B per Sq. Ft.			CLO	PE1PK	$4.47										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	$19.26										
		Physical Collocation - Power per Fused Amp			CLO	PE1PL	$4.28	ICB	ICB								
		Physical Collocation - Power per Fused Amp			CLO	XXXXX	$5.00										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	$5.52										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	$11.05										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	$16.58										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	$38.27										
		Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	$0.030	$33.76	$31.86								
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	$0.061	$33.77	$31.80								
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	$1.13	$53.05	$39.99								
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	$14.43	$52.14	$38.71								
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	$2.86	$52.14	$38.72								
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	$5.08	$64.74	$51.31								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	$187.36										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	$18.38										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	$40.00										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	$0.058	$55.51	$55.51								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		$15.56	$15.56								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	I		CLO	PE1AR		$45.50	$45.50								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		$26.16	$26.16								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		$26.16	$26.16								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		$2,148.00	$2,148.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,CLO	PE1PE	$0.40										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	$1.20										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect per cross-connect			CLO	PE1PG	$1.20										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect per cross-connect			CLO	PE1PH	$8.00										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	$38.79										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	$52.31										
		Collocation Cable Records - per request *			CLO	PE1CR		$1,706.00	$1,164.00								
		Collocation Cable Records - VG/DS0 Cable, per cable record *			CLO	PR1CD		$922.38	$922.38								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *			CLO	PE1CO		$18.00	$18.00								
		Collocation Cable Records - DS1, per T1TIE *			CLO	PE1C1		$8.43	$8.43								

BELLSOUTH / XO RATES
Collocation
Georgia

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Collocation Cable Records - DS3, per T3TIE *			CLO	PE1C3		$29.49	$29.49								
		Collocation Cable Records - Fiber Cable, per cable record *			CLO	PE1CB		$278.61	$278.61								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		$33.81	$21.42								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1OT		$44.03	$27.67								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		$54.26	$33.92								
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	$0.119										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft			CLO	PE1JC	$5.76										
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	$0.03	$33.76	$31.86								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL, UCL,CLO	PE1P4	$0.061	$33.77	$31.80								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLO	PE1P1	$1.13	$53.05	$39.99								
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	$14.43	$52.14	$38.71								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	$2.86	$52.14	$38.72								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	$5.08	$64.74	$51.31								
		Adjacent Collocation - Application Fee			CLO	PE1JB		$3,150.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	$5.52										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	$11.05										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	$16.58										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	$38.27										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLO	PE1RA		$931.61	$931.61								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLO	PE1RB	$224.82										
		Physical Collocation in the Remote Site - Security Access - Key *			CLO	PE1RD		$25.88	$25.88								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLO	PE1SR		$229.02	$229.02								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLO	PE1RE		$74.22	$74.22								
	Note 2	Co-Carrier Cross-Connect															
		Fiber Cable Support Structure				PE1ES		$0.06									
		Copper or Coaxial Cable Support Structure				PE1DS		$0.03									
	Note 1	-48V DC Power For arrangements in place prior to the effective date of this exhibit, the recurring charges, PE1PL as stated in this Exhibit 5 to the Agreement shall apply.															
		For arrangements or augments requested pursuant to this Agreement, the recurring charges XXXXX as stated in this Exhibit 5 shall apply															
	Note 2	Co-Carrier Cross-Connect.. For arrangements in place prior to the effective date of this exhibit, the recurring charges as stated in this Exhibit 5 shall apply															
	*	Interim rates which are subject to true-up.															

BELLSOUTH / XO RATES
Collocation
Mississippi

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		$3,755.00	$3,755.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		$3,130.00	$3,130.00								
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		$1,200.00	$1,200.00								
		Physical Collocation - Space Preparation - C O Modification per square ft	I		CLO	PE1SK	$2.61										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft - Cageless	I		CLO	PE1SL	$2.88										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	$97.85										
		Physical Collocation - Cable Installation			CLO	PE1BD		$1,871.00	$1,871.00								
		Physical Collocation - Floor Space per Sq. Ft			CLO	PE1PJ	$6.53										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	$19.90										
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	$6.93										
		Physical Collocation - Power per Fused Amp	I		CLO	XXXXX	$8.96										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	$5.61										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	$11.23										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	$16.84										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	$38.89										
	•	Physical Collocation - 2-Wire Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	$0.038	$33.65	$31.77								
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	$0.076	$33.46	$31.52								
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	$1.30	$52.73	$39.70								
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	$16.55	$51.78	$38.43								
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	$3.28	$51.78	$38.43								
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	$5.83	$64.27	$50.91								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft			CLO	PE1BW	$208.30										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	$20.43										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	$85.54										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	$0.061	$55.50	$55.50								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		$15.56	$15.56								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		$45.50	$45.50								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		$26.16	$26.16								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		$26.16	$26.16								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		$2,147.00	$2,147.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,CLO	PE1PE	$0.1195										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	$0.2389										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect per cross-connect			CLO	PE1PG	$0.9862										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect per cross-connect			CLO	PE1PH	$5.81										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	$38.79										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	$52.31										
		Collocation Cable Records - per request *			CLO	PE1CR		$1,706.00	$1,164.00								

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Collocation Cable Records - VG/DS0 Cable, per cable record *			CLO	PR1CD		$922.28	$922.28								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *			CLO	PE1CO		$18.00	$18.00								
		Collocation Cable Records - DS1, per T1TIE *			CLO	PE1C1		$8.42	$8.42								
		Collocation Cable Records - DS3, per T3TIE *			CLO	PE1C3		$29.49	$29.49								
		Collocation Cable Records - Fiber Cable, per cable record *			CLO	PE1CB		$278.58	$278.58								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		$33.80	$21.42								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1OT		$44.03	$27.67								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		$54.26	$33.92								
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	$0.080										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft			CLO	PE1JC	$6.25										
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	$0.038	$33.65	$31.77								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL, UCL,CLO	PE1P4	$0.076	$33.46	$31.52								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLO	PE1P1	$1.3	$52.73	$39.7								
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	$16.55	$51.78	$38.43								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	$3.28	$51.78	$38.43								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	$5.83	$64.27	$50.91								
		Adjacent Collocation - Application Fee			CLO	PE1JB		$2,659.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	$5.61										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	$11.23										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	$16.84										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	$38.89										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLO	PE1RA		$868.60	$868.60								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLO	PE1RB	$241.11										
		Physical Collocation in the Remote Site - Security Access - Key *			CLO	PE1RD		$26.16	$26.16								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLO	PE1SR		$231.43	$231.43								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLO	PE1RE		$75.01	$75.01								
	Note 2	Co-Carrier Cross-Connect															
		Fiber Cable Support Structure				PE1ES		$0.06									
		Copper or Coaxial Cable Support Structure				PE1DS		$0.03									
	Note 1	**-48V DC Power For arrangements in place prior to the effective date of this exhibit, the recurring charges, PE1PL as stated in this Exhibit 5 to the Agreement shall apply.**															
		For arrangements or augments requested pursuant to this Agreement, the recurring charges XXXXX as stated in this Exhibit 5 shall apply															
	Note 2	**Co-Carrier Cross-Connect.. For arrangements in place prior to the effective date of this exhibit, the recurring charges as stated in this Exhibit 5 shall apply**															

BELLSOUTH / XO RATES
Collocation
Mississippi

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect							
							Rec	First	Add'l	First	Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
												SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	*	Interim rates which are subject to true-up.															

BELLSOUTH / XO RATES
Collocation
North Carolina

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial	I		CLO	PE1BA		$3,850.00	$3,850.00								
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		$3,119.00	$3,119.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft	I		CLO	PE1SK	$1.57										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Caageless	I		CLO	PE1SL	$3.26										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	$110.79										
		Space Preparation Fees - Power Per Nominal -48V Dc Amp	I		CLO	PEIFH	$5.76										
		Physical Collocation - Cable Installation	I		CLO	PE1BD		$2,305.00	$2,305.00								
		Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	$3.45										
		Physical Collocation - Cable Support Structure	I		CLO	PE1PM	$21.33										
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	$5.00	ICB	ICB								
		Physical Collocation - Power per Fused Amp	I		CLO	XXXXX	$6.65										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	$5.50										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	$11.01										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	$16.51										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	$38.12										
		Physical Collocation - 2-Wire Cross-Connects	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	$0.32	$41.78	$39.23								
		Physical Collocation - 4-Wire Cross-Connects	I		CLO	PE1P4	$0.64	$41.91	$39.25								
		Physical Collocation - DS1 Cross-Connects	I		CLO	PE1P1	$2.34	$71.02	$51.08								
		Physical Collocation - DS3 Cross-Connects	I		CLO	PE1P3	$42.84	$69.84	$49.43								
		Physical Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	$2.94	$51.97	$38.59								
		Physical Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	$5.62	$64.53	$51.15								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	$102.76										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	$10.44										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	$41.03										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	$0.062	$55.30	$55.30								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		$15.51	$15.51								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		$45.34	$45.34								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		$26.18	$26.18								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		$26.18	$26.18								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		$2,140.00	$2,140.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,CLO	PE1PE	$0.10										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	$0.19										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect per cross-connect			CLO	PE1PG	$0.79										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect per cross-connect			CLO	PE1PH	$4.85										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	$45.30										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	$61.09										
		Collocation Cable Records - per request *			CLO	PE1CR		$1,707.00	$1,165.00								

BELLSOUTH / XO RATES
Collocation
North Carolina

CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Collocation Cable Records - VG/DS0 Cable, per cable record *			CLO	PR1CD		$923.08	$923.08								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *			CLO	PE1CO		$18.02	$18.02								
		Collocation Cable Records - DS1, per T1TIE *			CLO	PE1C1		$8.43	$8.43								
		Collocation Cable Records - DS3, per T3TIE *			CLO	PE1C3		$29.51	$29.51								
		Collocation Cable Records - Fiber Cable, per cable record *			CLO	PE1CB		$278.82	$278.82								
		Physical Collocation - Security Escort - Basic, per Half Hour			CLO	PE1BT		$42.92	$25.56								
		Physical Collocation - Security Escort - Overtime, per Half Hour			CLO	PE1OT		$54.51	$32.44								
		Physical Collocation - Security Escort - Premium, per Half Hour			CLO	PE1PT		$66.10	$39.32								
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	$0.179										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	$5.96										
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	$0.32	$41.78	$39.23								
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL, UCL,CLO	PE1P4	$0.64	$41.91	$39.25								
		Adjacent Collocation - DS1 Cross-Connects			USL,CLO	PE1P1	$2.34	$71.02	$51.08								
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	$42.84	$69.84	$49.43								
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	$2.94	$51.97	$38.59								
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	$5.62	$64.53	$51.15								
		Adjacent Collocation - Application Fee			CLO	PE1JB		$3,153.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	$5.5										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	$11.01										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	$16.51										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	$38.12										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *			CLO	PE1RA		$865.34	$865.34								
		Cabinet Space in the Remote Site per Bay/ Rack *			CLO	PE1RB	$254.02										
		Physical Collocation in the Remote Site - Security Access - Key *			CLO	PE1RD		$26.06	$26.06								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *			CLO	PE1SR		$230.60	$230.60								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *			CLO	PE1RE		$74.74	$74.74								
	Note 2	Co-Carrier Cross-Connect				PE1ES		$0.06									
		Fiber Cable Support Structure				PE1DS		$0.03									
		Copper or Coaxial Cable Support Structure															
	Note 1	-48V DC Power For arrangements in place prior to the effective date of this exhibit, the recurring charges, PE1PL as stated in this Exhibit 5 to the Agreement shall apply.															
		For arrangements or augments requested pursuant to this Agreement, the recurring charges XXXXX as stated in this Exhibit 5 shal apply															
	Note 2	Co-Carrier Cross-Connect.. For arrangements in place prior to the effective date of this exhibit, the recurring charges as stated in this Exhibit 5 shall apply															

BELLSOUTH / XO RATES
Collocation
North Carolina

							RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect							
CATEGORY	NOTE	RATE ELEMENT	Interim Indicator	Zone	BCS	USOC	Rec	First	Add'l	First	Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	*	Interim rates which are subject to true-up.										SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability. Nothing in this agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ, or to request and be assigned, any Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center and Rating Points corresponding to such NXX codes.

1.1 During the term of this Agreement, XO shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, XO 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 Where BellSouth is providing local switching, XO may utilize BellSouth's telephone numbers. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations.

1.3 XO acknowledges that there may be instances where there are shortages of telephone numbers in a particular Common Language Location Identifier Code (CLLIC). In such instances, XO shall return unassigned numbers to BellSouth upon request. BellSouth shall only make such requests on a non-discriminatory basis.

2. Number Portability Permanent Solution

2.1 The FCC, the Commissions, and industry fora 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 fora. 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 BellSouth's FCC Tariff No. 1 and will be billed to XO only on services for which XO is a subscriber to local switching or

is reselling 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.

3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of XO. 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 XO 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.

4.2.1 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. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at rates as outlined in this Attachment.

4.2.2 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 Interconnection Point ("IP") 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 BFR/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 EMI 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 The new service provider 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 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 seven days' notice. Such notice shall include the basis for the Party's determination that such facilities, equipment, and/or services are likely to interfere with or impair any other facility, equipment, or service.

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 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.

4.8 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 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.

5.1.1 Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once PNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide PNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from SPNP to PNP or other related issues.

6. Conversion Policy

6.1 BellSouth implemented the conversion of Interim Number Portability (INP) to Local Number Portability (PNP) as follows:

6.1.1 Conversion of SPNP numbers to PNP may be handled as a project.

6.1.2 All SPNP numbers in PNP capable switches will be converted to PNP within 120 days after the end of the phase for that MSA or wire center.

6.1.3 BellSouth will continue to offer SPNP until the completion date of the phase for the wire center.

6.2 Conversion Schedule

6.2.1 The schedule to implement PNP in the 21 MSAs in the BellSouth region is as mandated by the FCC may be viewed by accessing the Carrier Notification Web

site. The notification also outlines the conversion schedule for all of BellSouth's switches.

6.3 Specific Conversion activities

6.3.1 BellSouth has completed conversion of the 21 MSA's per the FCC mandate. Additionally, BellSouth has further completed the conversion of all wire centers as were submitted to and approved via regional CLEC/ILEC conversion forums. Any future requests by XO to convert any remaining wire centers shall be pursuant to the guidelines established in 47 CFR 52. The BellSouth Account Teams contact each CLEC with SPNP accounts to negotiate a conversion schedule. The conversions will take place during BellSouth's normal hours of operation for the LCSC as published on the Internet. Conversions occurring outside of the normal hours of operation may occur, with mutual consent. In such case, BellSouth will bill and XO will pay for overtime incurred by all BellSouth work groups in providing such transition.

During the 120-day conversion period for each wire center, the Local Carrier Service Center (LCSC) will provide special handling for the requests to convert SPNP to PNP. BellSouth will manage any conversion request to ensure that end user service outage is minimal. Unless listing changes are requested, the CLECs may use a specially designed form provided by the LCSC or account team in lieu of the Local Service Request (LSR), End User (EU), and Number Portability (NP) forms.

6.3.2 If changes are to be made to the SPNP account, the LSR should follow the normal process flow for ordering instead of the SPNP to PNP conversion plan.

6.4 Firm Order Confirmation

6.4.1 During the conversion period, if a CLEC uses the request form in lieu of the LSR, the form will include provisions for providing a manual FOC. If the request is submitted through EDI, the FOC will be sent back to the CLEC via EDI.

6.5 Routing of Calls to the Local Routing Number (LRN)

6.5.1 Trigger orders are not used for SPNP telephone numbers. Once the activate message is sent to the Number Portability Administration Center (NPAC) by the new service provider, (with exception of the end user's serving wire center) incoming calls are routed to the new provider. Calls from within the end user's servicing wire center will not route to the new Local Routing Number (LRN) until the porting D order processes.

6.6 Permanent Number Solution

6.6.1 BellSouth and XO will adhere to the process flows and cutover guidelines outlined in the LNP Reference Guide accessible via the Internet at the following site: http://www.interconnection.bellsouth.com.

6.6.1.1 BellSouth and XO will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry fora addressing PNP.

6.6.1.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.

6.6.1.2.1 Trigger orders as used in this Attachment refer to a service order issued in advance of the porting of a number utilizing PNP that provides the following: initiates call queries to the AIN SS7 network in advance of the number being ported; and provides for the CLEC to be in control of when a number ports to the new service provider.

6.6.1.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user. XO may cancel the porting of a number up to the point where XO sends the activate message to NPAC. Once XO sends the activate message, XO is responsible for coordinating any maintenance and or repair for the end user service. BellSouth will, however, provide maintenance support to XO as provided in the following paragraph.

6.6.1.4 BellSouth will provide ordering support for XO's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 6. Ordering and provisioning support required by XO outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, CLEC may port numbers during times that are supported by NPAC 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to CLEC 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.

6.6.1.5 Performance Measurements for BellSouth providing PNP are located in Attachment 9 to this Agreement, incorporated herein by this reference.

6.6.2 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experience or as offered to other CLECs.

6.6.3 CLEC may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.

7.0 Operational Support System (OSS) Rates

The terms, conditions and rates for OSS are as set forth in Section 2 of Attachment 2.

BELLSOUTH/XORATES
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	$1.66	$2.17	$1.50
NRC - Electronic	TNPBL	$0.65	NA	$0.51	NA	$0.49	$0.6441	$0.71	$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	$1.66	$2.17	$1.25
NRC	TNPRL	$0.65	NA	$0.51	NA	$0.49	$0.6441	$0.71	$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	$0.32	$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	$2.73	$1.37	$25.00
NRC - Add'l	TNP++	$1.44	NA	$2.10	NA	$2.02	$2.84	$2.73	$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	$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	$45.80	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	$2.25	$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	$2.25	$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	$2.73	$1.37	NA
NRC - Add'l	TNPRD	$1.44	NA	$2.10	NA	$2.02	$2.84	$2.73	$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	$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	$45.80	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	$11.43	$13.16	NA
DID, per trunk termination, Initial - NRC	TNPT2	$173.73	NA	$135.47	NA	$129.69	$171.68	$217.88	$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	$11.43	$13.16	NA
DID, per trunk termination, Subsequent - NRC	TNPT2	$51.35	NA	$39.53	NA	$37.85	$50.69	$73.56	$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

Pre-Ordering, Ordering and Provisioning, Maintenance and Repair

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PRE-ORDERING, ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR

1. Quality of Pre-Ordering, Ordering and Provisioning, Maintenance and Repair

1.1 BellSouth shall provide pre-ordering, ordering and provisioning and maintenance and repair services to XO that are equal to the pre-ordering, ordering and provisioning and maintenance and repair services BellSouth provides to itself, BellSouth affiliates, or any other telecommunications carrier in accordance with the provisions of the Telecommunications Act and rules and regulations promulgated thereunder, including but not limited to 47 CFR 51.319. The guidelines for pre-ordering, ordering and provisioning and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules may be referenced at the following site:

http://www.interconnection.bellsouth.com.

1.1.1 The rates and charges specified in this Agreement contemplate that all work in connection with provisioning service will be performed by BellSouth during regular working hours. Whenever XO requests that work necessarily required in the provisioning of service be performed outside of BellSouth's regular working hours as defined in 1.2, or XO requests work to begin at a time that requires BellSouth to incur overtime costs that would not otherwise have been incurred, XO may be required to pay such overtime costs to BellSouth subject to the provisions of paragraph 1.2.1. Overtime costs will be calculated consistent with the manner in which BellSouth calculates similar costs for its retail customers. BellSouth will not bill overtime to XO where such overtime costs are solely a result of BellSouth's delay or failure to provide the service in a time frame consistent with the provisions of this Agreement. Upon request of XO, BellSouth agrees to provide XO, at the conclusion of the work, the amount of hours and total overtime charges to be billed. Additionally, XO may request and BellSouth will provide any needed documentation that supports such charges. In the event, BellSouth charges overtime costs to XO and the Parties subsequently determine that such overtime costs resulted solely from BellSouth's delay or failure to provide service in a time frame consistent with the provisions of this Agreement, BellSouth will credit XO's account in the amount of such overtime charges so billed.

1.2 For purposes of this Agreement, BellSouth's regular working hours for maintenance, repair, and 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, either Eastern or Central Time, of where the physical work is being performed, provided, however, that where one party chooses to utilize personnel from more than one location in its ordering/provisioning process, the physical work shall be deemed to be performed in the same time zone in which the service is physically installed.

1.2.1 It is understood and agreed that BellSouth technicians involved in provisioning service to XO may work shifts outside of BellSouth's regular working hours as defined in Section 1.2 above (e.g., the employee's regular shift ends at 7:00 p.m. or begins at 7:00 a.m.). Notwithstanding 1.1.1 above, when a BellSouth employee performs work during a scheduled shift such that BellSouth does not incur additional overtime charges, BellSouth will not bill overtime charges to XO.

2.0 Access to Operations Support System

2.1 BellSouth shall provide XO 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 interfaces. The OSS functions available to CLECs through the electronic interfaces are:

2.1.1 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, customer record information. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface. Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG, including customer telephone number, listed name and service address, Directory listing information, directory delivery information, services billed, and listing information. In addition, XO shall provide to BellSouth access to customer record information including electronic access where XO has made such access generally available. Otherwise, XO shall use best efforts to provide paper copies of customer record information within the same intervals as those within which BellSouth provides paper copies to XO. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agree that XO and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

2.1.2 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering, provisioning, order status, order completion and service order information. BellSouth provides an Electronic Data Interchange (EDI) interface, and the TAG ordering interface for non-complex and certain complex resale requests and certain network elements. The EDI interface or the TAG ordering interface may be integrated with the TAG pre-ordering interface by XO. BellSouth provides integrated pre-ordering, ordering, provisioning, order status, order completion, and service order information capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests. The flow through information matrix and electronic vs. manual ordering information is contained in The BellSouth Business Rules which can be located at:

www.interconnection.bellsouth.com/guides/index.html.

2.1.3 Service Trouble Reporting and Repair (a.k.a Maintenance and Repair). Service trouble reporting and repair allows XO to report and monitor service troubles and obtain repair services. BellSouth's service trouble reporting shall provide XO the ability to report and monitor service troubles at parity to BellSouth's ability to report and monitor its own service troubles, in accordance with the provisions of the Telecommunications Act and rules and regulations promulgated thereunder, including but not limited to 47 CFR 51.319. BellSouth shall also provide XO an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth shall provide several options for electronic trouble reporting. For exchange services, BellSouth shall offer XO non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth shall offer an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For individually designed services, BellSouth shall provide non-discriminatory trouble reporting via the ECTA Gateway. BellSouth shall also offer ECTA functionality through the machine-to-machine EC-CPM/TA interface. If XO requests BellSouth to repair a trouble after normal working hours, XO will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's retail tariffs and consistent with the definition of normal working hours stated herein, except, in cases of BellSouth troubles or outages, BellSouth shall not charge XO overtime charges for repairing such trouble or outage if BellSouth waives such overtime charges for its own end users in similar situations. BellSouth and XO agree to adhere to BellSouth's Operational Understanding, as it is amended from time to time during this Agreement, and as may be accessed via the Internet at

http.//www.interconnection.bellsouth.com

2.2 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document and as it is amended from time to time during this Agreement.

2.3 BellSouth's Versioning Policy for Industry Standard Machine-to-Machine Electronic Interfaces. Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its industry standard, machine-to-machine and its human-to-machine electronic interfaces. When a new industry standard for the interface is issued, the most recent, prior industry standard version of the interface will be frozen. BellSouth will support the both the new industry standard version and the old industry standard version until the next set of industry standards is issued. Then, BellSouth will support the two most recent industry standard versions of the interface. If, for example, version A was based on the current industry standards, then following the implementation of version B, based on the new industry standards, BellSouth would freeze version A until the implementation of version C. Upon the implementation of version C of the interface based on the newest industry standards, BellSouth would no longer support version A. BellSouth would freeze version B and would support both version C and the frozen version B until the implementation of the next set of industry standards. This policy is set forth in the CCP document and as it is amended from time to time during this Agreement.

BELLSOUTH PROPOSED LANGUAGE

Upon XO's request, and subject to execution of a testing agreement, the Parties shall work cooperatively to test newly implemented interface versions on a mutually agreeable schedule. Each Party shall be responsible for building its side of the interface prior to testing.

XO PROPOSED LANGUAGE

Upon XO's request, and subject to execution of a testing agreement, the Parties shall work cooperatively to test newly implemented interface versions on a mutually agreeable schedule. Each Party shall be responsible for building its side of the interface prior to testing. BellSouth shall provide reasonable notice of any such new release and freeze date, and shall act in good faith to grant any reasonable request of XO to support prior industry standard version of the interface pending appropriate testing of the current industry standard interface.

2.4 Rates. All costs incurred by BellSouth to develop and implement operational interfaces to the OSS shall be recovered in the manner ordered by the Commission. Charges for use of OSS, if applicable, shall be as set forth in Attachments 1 and 2 of this Agreement.

3. Miscellaneous Ordering and Provisioning Guidelines

3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by XO will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if XO wishes to reinstate an order, XO may be required to submit a new service order. This section shall not apply where an order is placed in pending status due to the

actions or request of BellSouth. This section shall also not apply when a due date is missed due to the actions of BellSouth. In such case, BellSouth will use best efforts to work the order on the following day, and such order shall be held in pending status until worked or cancelled by XO. When an order is missed due to the actions of XO or the end user, BellSouth will notify XO. If XO does not respond within five business days of such notification, BellSouth will cancel the order and the PON.

3.2 Single Point of Contact. XO will be the single point of contact with BellSouth for ordering activity for network elements and other services used by XO 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. XO 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. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by XO 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 shall notify XO, after the disconnect has been processed, via the Loss Notification Report accessible via the Internet, and BellSouth will prorate billing for the network elements retroactive to the date BellSouth disconnected them for reuse.

3.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth or XO, BellSouth shall have the right to reuse the facilities provided to the CLEC by BellSouth for retail or resale service, loop and/or port for that customer, provided that BellSouth has received a new order from the customer or the customer's new service provider, for a retail service, resale service, or for an unbundled Network Element, and the customer or the customer's new service provider has indicated that the order constitutes a transfer of service from that CLEC to another provider (i.e., the order is not simply for a new line or an additional line.) In no event shall BellSouth use, for itself or any other carrier, facilities for which it is charging XO.

3.3.1 Upon receipt of a service order, BellSouth will do the following:

3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines, and

3.3.1.2 reuse the serving facility for the retail, resale service, or network element at the same location.

3.3.1.3 Notify XO after the disconnect order has been completed pursuant to paragraph 3.2 of this section.

3.4 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

Attachment 7

Billing

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BILLING

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 XO requests. BellSouth will bill and record in accordance with this Agreement those charges XO incurs as a result of XO 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 XO, XO shall bill BellSouth in SECABS, CABS, or other mutually agreed 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, XO 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 Abbreviation (ACNA) and a tax exemption certificate, if applicable.

1.3 Payment Responsibility. Payment of all charges will be the responsibility of the purchasing party. Purchasing party shall make payment to the providing party for all services purchased. The providing party is not responsible for payments not received by the purchasing party from its customer. The providing party will not become involved in billing disputes that may arise between the purchasing party and its customer. Payments made as payment on account will be credited to an accounts receivable master account and not to an end user's account.

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

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 1.6, below, shall apply.

1.5 Tax Exemption. Upon proof of tax exempt certification from either party, the total amount billed to that party will not include those taxes or fees for which that party is exempt. The exempt party will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to its end user.

1.6 Late Payment. If any portion of the payment is received by the providing party after the payment due date as set forth preceding, or if any portion of the payment is received by the providing party in funds that are not immediately available to the providing party, then a late payment penalty shall be due to the providing party. 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 BellSouth's General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever is appropriate. The purchasing party will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to applicable law.

1.7.1 Discontinuing Service. The procedures for discontinuing service to the purchasing party are as follows:

1.7.2 The providing party reserves the right to suspend or terminate service, upon appropriate notice, in the event of prohibited, unlawful or improper use of the providing party's facilities or service or, any other violation or noncompliance by the purchasing party of the rules and regulations contained in the providing party's tariffs.

1.7.3 The providing party reserves the right to suspend or terminate service, upon proper notice, for nonpayment of undisputed amounts or disputed amounts that were the subject of a billing dispute as defined in Section 2.2 of this Attachment, and which have been resolved pursuant to section 2 of this Attachment.

1.7.4 If payment of undisputed amounts or disputed amounts that were the subject of a billing dispute, and which have been resolved pursuant to Section 2 of this Attachment, are not received by the bill date in the month after the original bill date or resolution of billing dispute, whichever is later, the providing party may provide written notice to the purchasing party 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, the providing party may, at the same time, give thirty (30)days notice to the purchasing party, at the billing address to discontinue the provision of existing services to the purchasing party at any time thereafter.

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

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

1.7.7 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, the purchasing party's services will be discontinued. Upon discontinuance of service on the purchasing party's account, service to the purchasing party's end users will be denied. The providing party will reestablish service at the request of the end user or the purchasing party for the providing party to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. The purchasing party is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.

1.8 Deposit Policy. When purchasing services from BellSouth, XO will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth 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 XO from its obligation to make complete and timely payments of its bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in XO'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. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event XO fails to remit to BellSouth any deposit requested pursuant to this Section, service to XO may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to XO's accounts.

ADDITIONAL LANGUAGE PROPOSED BY XO

1.9 BellSouth shall be subject to the same credit and deposit policy when purchasing services from XO

1.10 1.10 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, to rejection of additional orders from the billed party and to disconnection of services for nonpayment of charges, shall be forwarded to the individual and/or address provided by the billed party in establishment of its billing account(s) with the billing party, or the individual and/or address subsequently provided by the billed party as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address. Notwithstanding the foregoing, the billing party will send final notice of disconnection of services purchased by the billed party under this Agreement via certified mail to the individual(s) listed in the Notices section provision of the General Terms and Conditions of this Agreement at least 30 days before the billing party takes any action to terminate such services.

1.9 Rates. Rates for Optional Daily Usage File (ODUF), 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 Disputes

2.1 Billing disputes shall be handled pursuant to the terms of this section.

2.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.2 For purposes of this Section 2, a billing dispute means a dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example, and not by limitation, a billing 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 billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind

will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where the BellSouth tariff provide such authority.

3. RAO Hosting

3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to XO 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.

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

3.3 Compensation amounts under this section, if applicable, will be billed by BellSouth to XO 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.

3.4 XO must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from XO 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 XO and will coordinate all associated conversion activities.

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

3.6 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 XO.

3.7 All data received from XO 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.

3.8 All data received from XO 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)).

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

3.10 Transmission of message data between BellSouth and XO will be via CONNECT:Direct.

3.11 All messages and related data exchanged between BellSouth and XO 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.

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

3.13 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 XO) identified and agreed to, the company responsible for creating the data (BellSouth or XO) 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.

3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from XO, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify XO of the error condition. XO 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, XO will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

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

3.17 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.

3.18 RAO Compensation

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

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

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

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

3.19 Intercompany Settlements Messages

3.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by XO 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 XO and the involved company(ies), unless that company is participating in NICS.

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

3.19.3 Once XO 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.

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

3.19.5 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 XO. BellSouth will distribute copies of these reports to XO on a monthly basis.

3.19.6 BellSouth will collect the revenue earned by XO 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 XO. BellSouth will remit the revenue billed by XO 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 XO. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to XO via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

3.19.7 BellSouth will collect the revenue earned by XO 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 XO. BellSouth will remit the revenue billed by XO 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 XO via a monthly CABS miscellaneous bill.

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

4. Optional Daily Usage File

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

4.2 XO shall furnish all relevant information required by BellSouth for the provision of the ODUF.

4.3 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 XO customer.

4.4 Charges for delivery of the ODUF will appear on XOs' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

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

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

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

4.7.1 Usage To Be Transmitted

4.7.1.1 The following messages recorded by BellSouth will be transmitted to XO:

- 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 and 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

4.7.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to XO.

4.7.1.4 In the event that XO detects a duplicate on ODUF they receive from BellSouth, XO will drop the duplicate message (XO will not return the duplicate to BellSouth).

4.7.2 Physical File Characteristics

4.7.2.1 ODUF will be distributed to XO 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.

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

4.7.3 Packing Specifications

4.7.3.1 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.

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

The data will be packed using ATIS EMI records.

4.7.4 Pack Rejection

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

4.7.5 Control Data

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

4.7.6 Testing

4.7.6.1 Upon request from XO, BellSouth shall send test files to XO for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that XO set up a production (LIVE) file. The live test may consist of XO's employees making test calls for the types of services XO requests on ODUF. These test calls are logged by XO, 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.

5. Access Daily Usage File

5.1. Upon written request from XO, BellSouth will provide the Access Daily Usage File (ADUF) service to XO pursuant to the terms and conditions set forth in this section.

5.2 XO shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3 ADUF will contain access messages associated with a port that XO has purchased from BellSouth

5.4 Charges for delivery of ADUF will appear on XO's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard ATIS EMI record format.

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

5.6 Usage To Be Transmitted

5.6.1 The following messages recorded by BellSouth will be transmitted to XO:

5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.

5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.

5.6.2 When XO purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

5.6.2.1 Originating from Network Element and carried by Interexchange Carrier:

5.6.2.1.1 BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF.

5.6.2.2 Originating from network element and carried by BellSouth (XO is BellSouth's toll customer).

5.6.2.3 Terminating on network element and carried by Interexchange Carrier:

5.6.2.3.1 BellSouth will bill network element to XO and send access record to XO.

5.6.2.4 Terminating on network element and carried by BellSouth:

5.6.2.4.1 BellSouth will bill network element to XO and send access record to XO.

5.6.3 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to XO.

5.6.4 In the event that XO detects a duplicate on ADUF they receive from BellSouth, XO will drop the duplicate message (XO will not return the duplicate to BellSouth.)

5.6.5 Physical File Characteristics

5.6.5.1 ADUF will be distributed to XO 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.

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

5.6.6 Packing Specifications

5.6.6.1 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.

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

The data will be packed using ATIS EMI records.

5.6.7 Pack Rejection

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

5.6.8 Control Data

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

5.6.9 Testing

5.6.9.1 Upon request from XO, BellSouth shall send a test file of generic data to XO via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

BELLSOUTH/XO RATES
ODUF/ADUF/CMDS

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF/ADUF/CMDS										
ODUF: Recording, per message	N/A	$0.0002	$0.008	$0.0001275	$0.0008611	$0.00019	$0.0001179	$0.0003	$0.0002862	$0.008
ODUF: Message Processing, per message	N/A	$0.0033	$0.004	$0.0082548	$0.0032357	$0.0024	$0.0032089	$0.0032	$0.0032344	$0.004
ADUF: Message Processing, per message	N/A	$0.004	$0.004	$0.0136327	$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	$28.85	$55.68	$47.30	$54.62	$54.61	$54.72	$54.95
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.00004	$0.001	$0.0000434	$0.0000365	$0.00003	$0.0000354	$0.0004	$0.0000357	$0.001
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.001	$0.001	$0.0000434	$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 generic proceeding and binding upon BellSouth, the Parties shall implement in that state such Performance Measurements as of the date specified by the Commission. In the absence of such order, XO reserves the right to adopt the performance measures plan offered to any other CLEC in the State. Additionally, prior to a particular state's adoption of Performance Measurements in a generic proceeding, XO may utilize the Service Quality Measurements (SQMs) and performance data on BellSouth's web site for that state.

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
XO (STATE)
BellSouth Standard Interconnection Agreement

Agreement Effective Date: <<effective_date>>	**Agreement Expiration Date: <<expiration_date>>**
Account Manager:	**Account Manager Tel No:**

Attachment Name/Number	Section Number	Version Date	Planned Activities
Terms/Conditions	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	
	7	09/29/00	
	8	09/29/00	
	9	09/29/00	
	10	09/29/00	
	11	09/29/00	
	12	09/29/00	
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	14	09/29/00	
	15	09/29/00	
	16	09/29/00	
	17	09/29/00	
	18	09/29/00	
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	20	09/29/00	
	21	09/29/00	
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	24	09/29/00	
	25	09/29/00	
	26	09/29/00	
	27	09/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
XO (STATE)
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	28	09/29/00	
	29	09/29/00	
	30	09/29/00	
	31	09/29/00	
	32	09/29/00	
	33	09/29/00	
1-Resale	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	
	7	09/29/00	
	8	09/29/00	
	9	09/29/00	
	10	09/29/00	
	11	09/29/00	
	12	09/29/00	
	Exhibit A	09/29/00	
	Exhibit B	09/29/00	
	Exhibit C	09/29/00	
	Exhibit D	09/29/00	
	Exhibit E	09/29/00	
	Exhibit F	09/29/00	
2-Network Elements & Oth Svs	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
XO (STATE)
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	7	09/29/00	
	8	09/29/00	
	9	09/29/00	
	10	09/29/00	
	11	09/29/00	
	12	09/29/00	
	13	09/29/00	
	Exhibit A	09/29/00	
	Exhibit B	09/29/00	
	Exhibit C	09/29/00	
3-Local Interconnection	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	
	7	09/29/00	
	Exhibit A	09/29/00	
	Exhibit B	09/29/00	
	Exhibit C	09/29/00	
	Exhibit D	09/29/00	
	Exhibit E	09/29/00	
4-Physical Collocation	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	
	7	09/29/00	
	8	09/29/00	

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	11	09/29/00	
	12	09/29/00	
	13	09/29/00	
	14	09/29/00	
	Exhibit A	09/29/00	
	Exhibit B	09/29/00	
5-Access to Numbers/Num Portability	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	
	7	09/29/00	
	8	09/29/00	
	Exhibit A	09/29/00	
6-Pre-Ordering,Ordering/ Provisioning/Maint/Repair	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
7-Billing	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	Exhibit A	09/29/00	
8-ROW/Conduits/PoleAtt	1	09/29/00	
9-Perf Measurement		09/29/00	
10-Agrmt Implementation Template		09/29/00	
11-Disaster Recovery		09/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
XO
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	1	09/29/00	
	2	09/29/00	
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	5	09/29/00	
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	7	09/29/00	
	8	09/29/00	
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	25	09/29/00	
	26	09/29/00	
	27	09/29/00	

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BellSouth Standard Interconnection Agreement

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	30	09/29/00	
	31	09/29/00	
	32	09/29/00	
	33	09/29/00	
1-Resale	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	
	7	09/29/00	
	8	09/29/00	
	9	09/29/00	
	10	09/29/00	
	11	09/29/00	
	12	09/29/00	
	Exhibit A	09/29/00	
	Exhibit B	09/29/00	
	Exhibit C	09/29/00	
	Exhibit D	09/29/00	
	Exhibit E	09/29/00	
	Exhibit F	09/29/00	
2-Network Elements & Other Services	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	

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BellSouth Standard Interconnection Agreement

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	7	09/29/00	
	8	09/29/00	
	9	09/29/00	
	10	09/29/00	
	11	09/29/00	
	12	09/29/00	
	13	09/29/00	
	Exhibit A	09/29/00	
	Exhibit B	09/29/00	
	Exhibit C	09/29/00	
3-Local Interconnection	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	
	7	09/29/00	
	Exhibit A	09/29/00	
	Exhibit B	09/29/00	
	Exhibit C	09/29/00	
	Exhibit D	09/29/00	
	Exhibit E	09/29/00	
4-Physical Collocation	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	
	7	09/29/00	
	8	09/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
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BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
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	10	09/29/00	
	11	09/29/00	
	12	09/29/00	
	13	09/29/00	
	14	09/29/00	
	Exhibit A	09/29/00	
	Exhibit B	09/29/00	
5-Access to Numbers/Num Portability	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	6	09/29/00	
	7	09/29/00	
	8	09/29/00	
	Exhibit A	09/29/00	
6-Pre-Ord/Ord/Prov/Maint/ Repair	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
7-Billing	1	09/29/00	
	2	09/29/00	
	3	09/29/00	
	4	09/29/00	
	5	09/29/00	
	Exhibit A	09/29/00	
8-ROW/Conduits/PoleAtt	1	09/29/00	
9-Perf Measurement		09/29/00	
10-Agmt Implementation Template		09/29/00	
11-Disaster Recovery Plan		09/29/00	

Attachment 11
BellSouth Disaster Recovery Plan

The attached BellSouth Disaster Recovery Plan is for the state of Tennessee. The BellSouth Disaster Recovery Plan for the remaining states can be accessed via the internet @ http://www.interconnection.bellsouth.com.

BELLSOUTH
TENNESSEE
DISASTER RECOVERY PLANNING

For

CLECS

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and

e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies;

e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

a) Placing specialists and emergency equipment on notice;

b) Inventorying the damage to determine what equipment and/or functions are lost;

c) Moving containerized emergency equipment to the stricken area, if necessary;

d) Reconnecting service for Hospitals, Police and other emergency agencies; and

e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently then normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
CLEC	-	Competitive Local Exchange Carrier
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 12

Bona Fide Request and New Business Requests Process

BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS

1.0 The Parties agree that XO is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"), FCC requirements or State Commission requirements. XO also shall be permitted to request the development of new or revised facilities or service options, which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 12.

2.0 Bona Fide Requests ("BFR") are to be used when XO makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement. New Business Requests ("NBRs") are to be used when XO makes a request of BellSouth to provide a new or custom capability or function to meet XO's business needs that was not previously included in the Agreement. The BFR/NBR process is intended to facilitate the two-way exchange of information between XO and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.

3.0 A BFR shall be submitted in writing by XO and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a XO's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 (i.e. a "BFR") or (ii) pursuant to the needs of the business (i.e. a "NBR"). The request shall be sent to XO's Account Executive.

4.0 Within twenty-five (25) business days of its receipt of a BFR or NBR from XO, BellSouth shall respond to XO by providing a preliminary analysis of such Interconnection, Network Element, or other facility or service option that is the subject of the BFR or NBR. The preliminary analysis shall confirm that BellSouth will either offer access to the Interconnection, Network Element, or other facility or service option, or provide an explanation of why it is not technically feasible and/or why the request does not qualify as an Interconnection, Network Element, or is otherwise not required to be provided under the Act. For a BFR, it shall also include BellSouth's proposed price plus or minus 25 percent ("the

Preliminary Analysis Range"). To the extent BellSouth agrees to provide an NBR, the preliminary analysis shall include BellSouth's proposed price plus or minus 25 percent ("the Preliminary Analysis Range")

5.0 XO may either accept or reject the preliminary analysis. If XO decides not proceed with the BFR/NBR based upon its review of the preliminary analysis, BellSouth will not assess any charges upon XO for the BFR/NBR.

6.0 BellSouth shall propose a firm price quote and a detailed implementation plan within twenty-five (25) business days of XO's acceptance of the preliminary analysis. The firm price quote will not exceed the Preliminary Analysis Range.

7.0 If XO accepts the preliminary analysis, BellSouth shall proceed with XO's BFR/NBR and XO agrees to pay the non-refundable amount identified in the preliminary analysis for the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR/NBR. These costs will be referred to as "development" costs. The development costs identified in the preliminary analysis are fixed. If XO cancels a BFR/NBR after BellSouth has received XO's acceptance of the preliminary analysis, XO agrees to pay BellSouth the reasonable, demonstrable, and actual costs, if any, directly related to complying with XO's BFR/NBR up to the date of cancellation, to the extent such costs were not included in the non-refundable amount set forth above.

8.0 If XO believes that BellSouth's firm price quote is not consistent with the requirements of the Act, XO may seek FCC or state Commission arbitration of its request, as appropriate. Any such arbitration applicable to Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act. Notwithstanding anything set forth in Section 7.0, if the firm price quote exceeds the Preliminary Analysis Range, XO may, at its option, cancel the BFR or NBR, and shall incur no cost (including refund of the previously nonrefundable amount) for doing so.

9.0 Unless XO agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.

10.0 If either Party to a BFR or NBR believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek FCC or state Commission resolution of the dispute, as appropriate.

11.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.