

BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

REGULATORY AUTH.

July 31, 2001 1 PM 4 11

Guy M. Hicks
General Counsel

OFFICE
EXECUTIVE SECRETARY
615 214 6301
Fax 615 214 7406

VIA HAND DELIVERY

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Interconnection Agreement, together with the Amendments, Negotiated by BellSouth Telecommunications, Inc. and NewSouth Communications, Corp. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*

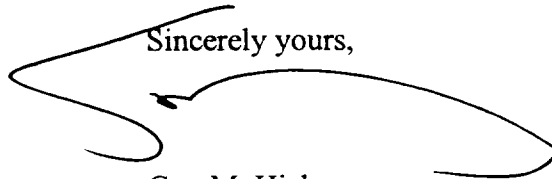
Docket No. 01-00338 01-00680

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, NewSouth Communications, Corp. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Interconnection Agreement, together with the Amendments to the Interconnection Agreement. The Amendments incorporate rates established by the Tennessee Regulatory Authority in Dockets 97-01262 and 00-00544. The rates from Docket 00-00544 are subject to true-up once permanent rates for such products and services have been established by the TRA.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

GMH/dt

Enclosure

cc: Senior Vice President of Network Planning & Provisioning, NewSouth Communications Corp.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement and Amendments Thereto Negotiated by BellSouth Telecommunications, Inc. and NewSouth Communications, Corp. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~01-00338~~ 01-00680

**PETITION FOR APPROVAL OF THE INTERCONNECTION
AGREEMENT AND AMENDMENTS THERETO
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND NEWSOUTH COMMUNICATIONS, CORP.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, NewSouth Communications, Corp. ("NewSouth") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement dated May 18, 2001, together with the Amendments to the Interconnection Agreement dated June 20, 2001 (sometimes collectively referred to as the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, NewSouth and BellSouth state the following:

1. New South and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to NewSouth. The parties have also recently negotiated amendments to the Interconnection Agreement. The first Amendment incorporates rates established by the Tennessee Regulatory Authority ("TRA") in Docket 97-01262. The second Amendment Incorporates rates established by the TRA in Docket 00-00544. The rates from Docket 00-00544 are subject to true-up once permanent rates for such products and services have been established by the TRA. A copy of the Agreement and the Amendments is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, NewSouth and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between BellSouth and NewSouth within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. NewSouth and BellSouth aver that the Agreement is consistent with the standards for approval.

5. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

NewSouth and BellSouth respectfully request that the TRA approve the Agreement, including the Amendments, negotiated between the parties.

This 31st day of July, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

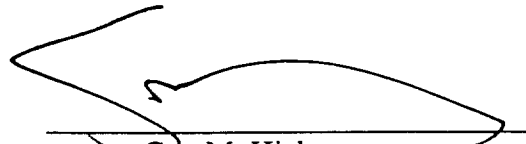
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via United States Mail on this 31st day of July, 2001:

Senior Vice President of Network
Planning & Provisioning
NewSouth Communications, Corp.
NewSouth Center
Two N. Main Street
Greenville, SC 29601



Guy M. Hicks

AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND NEWSOUTH COMMUNICATIONS CORP.
DATED MAY 18, 2001

This Agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, and NewSouth Communications Corp ("NewSouth") a Delaware corporation.

WHEREAS, The Parties desire to amend that certain Interconnection Agreement between BellSouth and NewSouth dated May 18, 2001 (the "Interconnection Agreement") in order to incorporate rates established by the Tennessee Regulatory Authority ("TRA") in Docket Number 00-00544, on September 26, 2000 and November 7, 2000;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and NewSouth hereby covenant and agree as follows:

1. Those interim rates established by the TRA in Docket No. 00-00544 for certain Unbundled Network Elements in Tennessee are as set forth in Exhibit 1-TN-Int attached hereto and incorporated herein by this reference.

2. To the extent that any rate element set forth in Exhibit 1-TN-Int corresponds to a rate element set forth in the Interconnection Agreement, such rate element in the Interconnection Agreement is hereby deleted and replaced with the corresponding rate element in Exhibit 1-TN-Int. These rates shall be subject to retroactive true-up once permanent rates for such products and services have been established by the TRA.

3. To the extent that the existing Interconnection Agreement does not contain terms and conditions for such products and services, then prior to NewSouth's ordering any such elements pursuant to this Amendment, NewSouth and BellSouth shall amend the existing Interconnection Agreement to incorporate such terms and conditions.

4. Any rate element in the Interconnection Agreement that is not expressly replaced by the rates set forth in Exhibit 1-TN-Int as described in paragraphs 2 and 3 above shall remain in full force and effect in accordance with the terms of the Interconnection Agreement.

5. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 14, 2000 shall remain in full force and effect.

6. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Tennessee Regulatory Authority or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the data indicated below.

BellSouth Telecommunications, Inc.

CW Boltz
Signature

C.W. BOLTZ
Name

MANAGING DIRECTOR
Title

6-20-01
Date

NewSouth Communications Corp

Jake E. Jennings
Signature

Jake E. Jennings
Name

Vice President Regulatory Affairs
Title

June 19, 2001
Date

Unbundled Network Elements
TENNESSEEExhibit 1-TN-UN
Attachment 2
Exhibit C

UNBUNDLED NETWORK ELEMENT	Interior or Permanent	Zone	BCS	USOC	RATES						OSS RATES					
					Rec	Nonrecurring		Nonrecurring		Svc Order Submitted ELEC per LSR	Svc Order Submitted Manually per LSR	Charge - Manual Svc Order vs. Electronic-1st	Charge - Manual Svc Order vs. Electronic-1st	Charge - Manual Svc Order vs. Electronic-1st	Charge - Manual Svc Order vs. Electronic-1st	Charge - Manual Svc Order vs. Electronic-1st
						First	Add'l	First	Add'l							
LOOP MODIFICATION	Unbundled Loop Modification - Load Coil / Equipment Removal per 2 Wire pair - short	I	UAL, UHL, UCL	ULM2L		\$65.40				\$3.50		\$19.99	\$19.99			
	Unbundled Loop Modification - Load Coil / Equipment Removal per 2 Wire pair - long	I	UAL, UHL, UCL	ULM2G		\$710.71	\$23.77			\$3.50		\$19.99	\$19.99			
	Unbundled Loop Modification - Load Coil / Equipment Removal per 4 Wire pair - short	I	UAL, UHL, UCL	ULM4L		\$65.40				\$3.50		\$19.99	\$19.99			
	Unbundled Loop Modification - Load Coil / Equipment Removal per 4 Wire pair - long	I	UAL, UHL, UCL	ULM4G		\$710.71	\$23.77			\$3.50		\$19.99	\$19.99			
	Unbundled Loop Modification - Bridged Tap Removal, per pair unbanded	I	UAL, UHL, UCL	ULMBT		\$65.44				\$3.50		\$19.99	\$19.99			
Sub-Loop Distribution	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I	UEANL	USBSC		\$313.01						\$20.35	\$10.54	\$13.32		
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I	UEANL	USBSD		\$108.06	\$108.06					\$20.35	\$10.54	\$13.32		
	Sub-Loop 2-Wire Intra-Building Network Cable (INC)	I	UEANL	USBR2		\$1.35	\$94.56	\$29.35				\$20.35	\$10.54	\$13.32		
	Sub-Loop 4-Wire Intra-Building Network Cable (INC)	I	UEANL	USBR4		\$2.26	\$116.14	\$37.10				\$20.35	\$10.54	\$13.32		
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair	I	UENTW	UENPP		\$0.4555	\$2.48	\$2.48								
LOOP MAKE-UP	LMU - Pre-ordering Without Reservation, per working facility queried (Manual)	I		UMK1W		\$100.00	\$100.00									
	LMU - Pre-ordering Without Reservation, per spare facility queried (Manual)	I		UMK1W		\$100.00	\$100.00									
	LMU - Pre-ordering With Reservation, per spare facility queried (Manual)	I		UMK1P		\$100.00	\$100.00									
	LMU - Pre-ordering Without Reservation, per working facility queried (Mechanized)	I				\$0.6888	\$0.6888									
	LMU - Pre-ordering Without Reservation, per spare facility queried (Mechanized)	I				\$0.6888	\$0.6888									
	LMU - Pre-ordering With Reservation, per spare facility queried (Mechanized)	I				\$0.6888	\$0.6888									
LINE SHARING	Note: Max number of spare facilities per manual LMUSI is 3. Max number of spare facilities per mechanized LMUSI is 10.															
	2-Wire Analog VO (SL1) for Line Sharing *	P	UEANL	UEAL2		\$13.19	\$31.99	\$20.02				\$20.35	\$10.54	\$13.32		
Line Sharing Splitter	Line Sharing Splitter, per System 96 Line Capacity	I		USDA		\$100.00	\$150.00	\$0.00	\$150.00	\$0.00	\$3.50	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
	Line Sharing Splitter, per System 24 Line Capacity	I		USDB		\$25.00	\$150.00	\$0.00	\$150.00	\$0.00	\$3.50	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
	Line Sharing Splitter - per Line Activation **	I		USDC		\$0.61	\$40.00	\$21.39		\$3.50		\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
	Line Sharing Splitter - per Subsequent Activity per Line Reassignment	I		USDS		\$30.00	\$15.00			\$3.50		\$19.99	\$19.99	\$19.99	\$19.99	\$19.99

Note: Interim rates are subject to retroactive rate-up.

* For all loops offered by BellSouth to provide DSL services, regardless of the BellSouth product title, these SL1 loop rates shall apply. Recurring and nonrecurring rates for this rate element are permanent rates as ordered in Docket 97-01262.

** Recurring rate for Line Sharing Splitter per Line Activation is as a result of a regional settlement for that rate element.

AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND NEWSOUTH COMMUNICATIONS CORP.
DATED MAY 18, 2001

This Agreement (the "Amendment") is made and entered into between BellSouth Telecommunications, Inc. ("BellSouth") a Georgia corporation, and NewSouth Communications Corp., a Delaware corporation.

WHEREAS, The Parties desire to amend that certain Interconnection Agreement between BellSouth and NewSouth dated May 18, 2001 (the "Interconnection Agreement") in order to incorporate rates established by the Tennessee Regulatory Authority ("TRA") in Docket Number 97-01262, on December 19, 2000, as amended by BellSouth's corrected submissions of January 31, 2001 and February 12, 2001;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and NewSouth hereby covenant and agree as follows:

1. Those permanent rates established by the TRA in Docket No. 97-01262 for certain Unbundled Network Elements and Local Interconnection in Tennessee are as set forth in Exhibit 1-TN attached hereto and incorporated herein by this reference.

2. To the extent that any product or service set forth in Exhibit 2-TN corresponds to a product or service set forth in the Interconnection Agreement, all rate elements and rates associated with such product or service in the Interconnection Agreement are hereby deleted and replaced with the corresponding rates and rate elements in Exhibit 1-TN.

3. Any rate element and rate for products or services in the Interconnection Agreement that is not expressly replaced by the rates and rate elements set forth in Exhibit 1-TN as described in paragraph 2 above shall remain in full force and effect in accordance with the terms of the Interconnection Agreement.

4. To the extent NewSouth and BellSouth have not previously negotiated terms and conditions corresponding to any rate element set forth in Exhibit 1-TN, then any Order for such element shall be provisioned in accordance to the terms and conditions set forth in the Competitive Local Exchange Carrier Tariff for the State of Tennessee, incorporated herein by this reference.

5. These rates shall be subject to retroactive true-up in accordance with the Agreement. Such true-up shall be retroactive to December 19, 2000.

6. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 14, 2000, shall remain in full force and effect.

7. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Tennessee Regulatory Authority or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

8. This Amendment is made effective upon the date that it is signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the data indicated below.

BellSouth Telecommunications, Inc.

CW Boltz
Signature

C.W. BOLTZ
Name

MANAGING DIRECTOR
Title

6-20-01
Date

NewSouth Communications Corp

Jake E. Jennings
Signature

Jake E. Jennings
Name

Vice President of Regulatory Affairs
Title

June 19, 2001
Date

Page 1 of 1

Unbundled Network Elements
TENNESSEE

Exhibit 1-TN
Attachment 2
Exhibit C

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET #7-01262	Not in TRA Docket #7-01262	BCS	USOC	RATES				OSS RATES				
					Pre	Nonrecurring	Disconnection	First	Per LSR	Per LSR	Per LSR	Per LSR	Per LSR
					Pre	Nonrecurring	Disconnection	First	Per LSR	Per LSR	Per LSR	Per LSR	Per LSR
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 accommodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., 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_cledocs/interconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.													
UNBUNDLED EXCHANGE ACCESS LOOP													
2-WIRE ANALOG VOICE GRADE LOOP - Service Level 1 - Zone 1 2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 2 2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 3 2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 3 Manual Order Coordination for UWL-SL1s (per loop)* Order Coordination for Specified Conversion Time for UWL-SL1 (per LSR) - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 Order Coordination for Specified Conversion Time (per LSR) 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 Order Coordination for Specified Conversion Time (per LSR)	2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 1	1	UEANL	UEAL2	\$13.19	\$31.99	\$20.02	\$10.65	\$1.41		\$20.35	\$10.54	\$13.32
	2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 2	2	UEANL	UEAL2	\$17.23	\$31.99	\$20.02	\$10.65	\$1.41		\$20.35	\$10.54	\$13.32
	2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 3	3	UEANL	UEAL2	\$22.53	\$31.99	\$20.02	\$10.65	\$1.41		\$20.35	\$10.54	\$13.32
	2-Wire Analog Voice Grade Loop - Service Level 1 - Zone 3		UEANL	UEANL		\$36.52	\$36.52	\$9.18	\$9.18				
	Manual Order Coordination for UWL-SL1s (per loop)*		UEANL	UEANL		\$34.29	\$34.29						
	Order Coordination for Specified Conversion Time for UWL-SL1 (per LSR) - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	1	UEA	UEAL2	\$16.56	\$75.06	\$48.20	\$28.70	\$17.64		\$20.35	\$10.54	\$13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	2	UEA	UEAL2	\$21.63	\$75.06	\$48.20	\$28.70	\$17.64		\$20.35	\$10.54	\$13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	3	UEA	UEAL2	\$28.28	\$75.06	\$48.20	\$28.70	\$17.64		\$20.35	\$10.54	\$13.32
	Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL		\$34.29	\$34.29						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	1	UEA	UEAR2	\$16.56	\$75.06	\$48.20	\$28.70	\$17.64		\$20.35	\$10.54	\$13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	2	UEA	UEAR2	\$21.63	\$75.06	\$48.20	\$28.70	\$17.64		\$20.35	\$10.54	\$13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	3	UEA	UEAR2	\$28.28	\$75.06	\$48.20	\$28.70	\$17.64		\$20.35	\$10.54	\$13.32
	Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL		\$34.29	\$34.29						

Unbundled Network Elements
TENNESSEE

Exhibit 1-TN
Attachment 2
Exhibit C

UNBUNDLED NETWORK ELEMENT		UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BOS	USOC	RATES				OSS RATES				
							Pec	Nonrecurring		Disconnect	Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Dis	Incremental Charge - Manual Svc Order vs. Electronic-Dis	Incremental Charge - Manual Svc Order vs. Electronic-Dis
								First	Add'l						
4-WIRE ANALOG VOICE GRADE LOOP															
4-Wire Analog Voice Grade Loop - Zone 1		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	\$24.70	\$122.76	\$85.57	\$76.35	\$39.16		\$20.35	\$10.54	\$13.32
4-Wire Analog Voice Grade Loop - Zone 2		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	\$32.25	\$122.76	\$85.57	\$76.35	\$39.16		\$20.35	\$10.54	\$13.32
4-Wire Analog Voice Grade Loop - Zone 3		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	\$42.17	\$122.76	\$85.57	\$76.35	\$39.16		\$20.35	\$10.54	\$13.32
Order Coordination for Specified Conversion Time (per LSR)		4-Wire AVGL - Order Coordination for Specified Conversion Time			UEA	OCOSL		\$34.29	\$34.29						
2-WIRE ISDN DIGITAL GRADE LOOP															
2-Wire ISDN Digital Grade Loop - Zone 1		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	\$22.00	\$142.76	\$88.88	\$76.35	\$39.16		\$20.35	\$10.54	\$13.32
2-Wire ISDN Digital Grade Loop - Zone 2		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	\$29.02	\$142.76	\$88.88	\$76.35	\$39.16		\$20.35	\$10.54	\$13.32
2-Wire ISDN Digital Grade Loop - Zone 3		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	\$37.95	\$142.76	\$88.88	\$76.35	\$39.16		\$20.35	\$10.54	\$13.32
Order Coordination For Specified Conversion Time (per LSR)		2-Wire ISDN Digital Grade Loop - Order Coordination for Specified Conversion Time			UDN	OCOSL		\$34.29	\$34.29						
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
2-Wire ADSL Compatible Loop including Man Svc Inquiry and Facility Reservation - Zone 1		2-Wire ADSL Compatible Loop - Zone 1		1	UAL	UAL2X	\$13.82	\$270.01	\$234.63	\$74.54	\$39.14		\$20.35	\$10.54	\$13.32
2-Wire ADSL Compatible Loop including Man Svc Inquiry and Facility Reservation - Zone 2		2-Wire ADSL Compatible Loop - Zone 2		2	UAL	UAL2X	\$18.05	\$270.01	\$234.63	\$74.54	\$39.14		\$20.35	\$10.54	\$13.32
2-Wire ADSL Compatible Loop including Man Svc Inquiry and Facility Reservation - Zone 3		2-Wire ADSL Compatible Loop - Zone 3		3	UAL	UAL2X	\$23.60	\$270.01	\$234.63	\$74.54	\$39.14		\$20.35	\$10.54	\$13.32
Order Coordination for Specified Conversion Time		2-Wire ADSL Digital Grade Loop - Order Coordination for Specified Conversion Time			UAL	OCOSL		\$34.29	\$34.29						
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
2-Wire HDSL Compatible Loop including manual service inquiry and facility reservation - Zone 1		2-Wire High Bit Rate DSL Compatible Loop - Zone 1		1	UHL	UHL2X	\$10.83	\$270.01	\$234.63	\$74.54	\$39.14		\$20.35	\$10.54	\$13.32
2-Wire HDSL Compatible Loop including manual service inquiry and facility reservation - Zone 2		2-Wire High Bit Rate DSL Compatible Loop - Zone 2		2	UHL	UHL2X	\$14.15	\$270.01	\$234.63	\$74.54	\$39.14		\$20.35	\$10.54	\$13.32
2-Wire HDSL Compatible Loop including manual service inquiry and facility reservation - Zone 3		2-Wire High Bit Rate DSL Compatible Loop - Zone 3		3	UHL	UHL2X	\$18.50	\$270.01	\$234.63	\$74.54	\$39.14		\$20.35	\$10.54	\$13.32
Order Coordination for Specified Conversion Time		2-Wire HDSL Loop - Order Coordination for Specified Conversion Time			UHL	OCOSL		\$34.29	\$34.29						
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
4-Wire HDSL Compatible Loop including manual service inquiry and facility reservation - Zone 1		4-Wire HDSL Compatible Loop - Zone 1		1	UHL	UHL4X	\$13.93	\$279.60	\$244.22	\$74.54	\$39.14		\$20.35	\$10.54	\$13.32

Unbundled Network Elements
TENNESSEE

Exhibit 1-TN
Attachment 2
Exhibit C

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET #7-01262	Not in TBA Docket #7-01262	BCS	USOC	RATES				OSS RATES			
						Pec	Nonrecurring		Svc Order Submitted Monthly per LSR	Svc Order Submitted per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
							First	Add'l					
	4-Wire HDSL Compatible Loop including manual service inquiry and facility reservation - Zone 2	4-Wire HDSL Compatible Loop - Zone 2		UHL	UHL4X	\$18.20	\$279.60	\$244.22			\$20.35	\$10.54	\$13.32
	4-Wire HDSL Compatible Loop including manual service inquiry and facility reservation - Zone 3	4-Wire HDSL Compatible Loop - Zone 3		UHL	UHL4X	\$23.80	\$279.60	\$244.22			\$20.35	\$10.54	\$13.32
	Order Coordination for Specified Conversion Time	4-Wire HDSL Loop Order Coordination for Specified Conversion Time		UHL	OCOSL		\$34.29	\$34.29					
	4-WIRE DS1 DIGITAL LOOP												
	4-Wire DS1 Digital Loop - Zone 1	4-Wire DS1 Digital Loop - Zone 1		USL	USLXX	\$57.73	\$313.08	\$219.72			\$18.98	\$8.43	\$11.95
	4-Wire DS1 Digital Loop - Zone 2	4-Wire DS1 Digital Loop - Zone 2		USL	USLXX	\$75.40	\$313.08	\$219.72			\$18.98	\$8.43	\$11.95
	4-Wire DS1 Digital Loop - Zone 3	4-Wire DS1 Digital Loop - Zone 3		USL	USLXX	\$98.59	\$313.08	\$219.72			\$18.98	\$8.43	\$11.95
	Order Coordination for Specified Conversion Time	4-Wire DS1 Loop - Order Coordination for Specified Conversion Time		USL	OCOSL		\$34.59	\$34.59					
	4-WIRE 56 OR 64 KBPS DIGITAL GRADE LOOP												
	4-Wire 56 Kbps Digital Grade Loop - Zone 1	4-Wire 56 or 64 Kbps Digital Grade Loop - Zone 1		UDL	UDL56	\$31.10	\$207.01	\$141.38			\$20.35	\$10.54	\$13.32
	4-Wire 56 Kbps Digital Grade Loop - Zone 2	4-Wire 56 or 64 Kbps Digital Grade Loop - Zone 2		UDL	UDL56	\$40.61	\$207.01	\$141.38			\$20.35	\$10.54	\$13.32
	4-Wire 56 Kbps Digital Grade Loop - Zone 3	4-Wire 56 or 64 Kbps Digital Grade Loop - Zone 3		UDL	UDL56	\$53.11	\$207.01	\$141.38			\$20.35	\$10.54	\$13.32
	Order Coordination for Specified Conversion Time	4-Wire 56/64 kbps Dig. GL - Order Coordination for Specified Conversion Time		UDL	OCOSL		\$34.29	\$34.29					
	4-Wire 64 Kbps Digital Grade Loop - Zone 1	4-Wire 56 or 64 Kbps Digital Grade Loop - Zone 1		UDL	UDL64	\$31.10	\$207.01	\$141.38			\$20.35	\$10.54	\$13.32
	4-Wire 64 Kbps Digital Grade Loop - Zone 2	4-Wire 56 or 64 Kbps Digital Grade Loop - Zone 2		UDL	UDL64	\$40.61	\$207.01	\$141.38			\$20.35	\$10.54	\$13.32
	4-Wire 64 Kbps Digital Grade Loop - Zone 3	4-Wire 56 or 64 Kbps Digital Grade Loop - Zone 3		UDL	UDL64	\$53.11	\$207.01	\$141.38			\$20.35	\$10.54	\$13.32
	Order Coordination for Specified Conversion Time	4-Wire 56/64 kbps Dig. GL - Order Coordination for Specified Conversion Time		UDL	OCOSL		\$34.29	\$34.29					
	SUB-LOOPS												
	Sub-Loop Distribution												
	Sub-Loop - Per Cross Box Location - CLEC			UEANL	USBSA		\$517.25	\$517.25			\$20.35	\$10.54	\$13.32
	Feeder Facility Set-Up			UEANL	USBSB		\$42.68	\$42.68			\$20.35	\$10.54	\$13.32
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL	USBN2	\$10.02	\$148.84	\$112.34			\$20.35	\$10.54	\$13.32
	Sub-Loop Distribution Per 2-Wire Analog			UEANL	USBMC		\$36.52						
	Voice Grade Loop - Statewide	Loop Distribution - per 2-WAY/VL	SW	UEANL	OCOSL		\$34.29						
	Sub-Loop Distribution - Order Coordination, per sub-loop pair	Sub-Loop Distribution - Order Coordination for Specified Conversion Time		UEANL	OCOSL		\$34.29						

[illegible]

Unbundled Network Elements
TENNESSEE

UNBUNDLED NETWORK ELEMENT		UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	BCS	USOC	RATES				OSS RATES							
						Rec	Nonrecurring		Disconnect	Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Order vs. Electronic-1st	Incremental Charge - Manual Order vs. Electronic-1st	Incremental Charge - Manual Order vs. Electronic-1st			
							First	Add'l									
															First	Add'l	
Note: Although the Port rate includes all available vertical features in TN, the desired feature(s) will need to be ordered.)																	
Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.						UEPSR	UEPRC	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40
Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.						UEPSR	UEPRO	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40
Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Res.						UEPSR	UEPAQ	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40
Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (F2R)						UEPSR	UEPAK	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40
Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACER)						UEPSR	UEPAL	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40
Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR)						UEPSR	UEPAM	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40
Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (1MF2X)						UEPSR	UEPAN	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40
Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (2MR)						UEPSR	UEPAO	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40
Exchange Ports - 2-Wire VG unbundled res. low usage line port with Caller ID (LUM)						UEPSR	UEPAP	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40
Subsequent Activity						UEPSR	USASC		\$10.00	\$10.00							
All Available Vertical Features						UEPSR	UEPVF	\$0.00	\$0.00	\$0.00							
Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus						UEPSB	UEPBL	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40
Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.						UEPSB	UEPBC	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40
Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.						UEPSB	UEPBO	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40
Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Bus.						UEPSB	UEPAV	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40
Exchange Ports - 2-Wire VG unbundled TN incoming only port with Caller ID - Bus						UEPSB	UEPB1	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40
Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1)						UEPSB	UEPAC	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40
Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2)						UEPSB	UEPAD	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40
Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Collerville & Memphis Local Calling Port-Bus (B2F)						UEPSB	UEPAE	\$1.89	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40
Subsequent Activity						UEPSB	USASC		\$10.00	\$10.00							
All Available Vertical Features						UEPSB	UEPVF	\$0.00	\$0.00	\$0.00							
Exchange Ports - 4-Wire Analog Voice Grade Port						UEP4A	UEP4A	\$8.27	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40
Subsequent Activity						USASC	USASC		\$10.00	\$10.00							

Unbundled Network Elements
TENNESSEE

Exhibit 1-TN
Attachment 2
Exhibit C

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET #7-01262	Not in TRA Docket #7-01262	BCS	USOC	RATES				OSS RATES						
					Rec	Nonrecurring		Disconnect	Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st LSR		
						First	Add1								
														First	Add1
All Available Vertical Features	[Exchange Ports includes all Applicable Features.]			UEPVF	\$0.00	\$0.00									
Exchange Ports - 2-Wire DID Port	Exchange Ports - 2-Wire DID Port		UEPEX	UEPP2	\$8.97	\$47.75	\$47.01	\$9.21	\$8.47		\$20.35	\$10.54	\$13.32	\$1.40	
Subsequent Activity	[Exchange Ports includes all Applicable Features.]	*	UEPEX	USASC		\$10.00	\$10.00								
All Available Vertical Features	[Exchange Ports includes all Applicable Features.]		UEPEX	UEPVF	\$0.00	\$0.00	\$0.00								
Exchange Ports - 4-Wire DID Port	Exchange Ports - 4-Wire DID Port		UEPDD	UEPDD	\$35.74	\$75.93	\$38.15	\$8.77	\$8.04		\$20.35	\$10.54	\$13.32	\$1.40	
Subsequent Activity	[Exchange Ports includes all Applicable Features.]	*	UEPDD	USACP		\$10.00	\$10.00								
Exchange Ports - 2-Wire ISDN Port (See Note below.)	Exchange Ports - 2-Wire ISDN Port		U1PMA	U1PMA	\$16.26	\$30.23	\$29.49	\$4.10	\$4.10		\$41.43	\$42.17	\$9.80	\$9.80	
Subsequent Activity	[Exchange Ports includes all Applicable Features.]	*	UEPDD	USASC		\$10.00	\$10.00								
All Available Vertical Features	[Exchange Ports includes all Applicable Features.]		UEPDD	UEPVF	\$0.00	\$0.00	\$0.00								
NOTE: Transmission charges associated with PCS 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.															
NOTE1: Access to B Channel or D Channel Packets capabilities will be available only through BFRN's Business Request Process. Rates for the packet capabilities will be determined via the Bonn Fide Request/New Business Request															
Exchange Ports - 2-Wire ISDN Port - Channel Profiles	Exchange Ports - 4-Wire ISDN DS1 Port	*	U1UMA	UEPEX	\$0.00	\$0.00	\$0.00								
Exchange Ports - 4-Wire ISDN DS1 Port	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPEX	UEPEX	\$75.04	\$148.66	\$147.18	\$38.46	\$36.98		\$40.69	\$42.17	\$9.07	\$10.54	
2-Wire VG Unbundled 2-Way PBX Trunk - Bus	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSE	UEPRD	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40	
2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPPC	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40	
2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPPO	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40	
2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPP1	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40	
2-Wire Analog Long Distance Terminal PBX Trunk - Bus	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPLD	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40	
2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPT2	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40	
2-Wire TN Outward Calling Plan PBX Trunk - Bus	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPTO	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40	
2-Wire Voice Unbundled PBX LD Terminal Ports	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPLD	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40	
2-Wire Voice Unbundled 2-Way PBX Tennessee Calling Port	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPT2	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40	
2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPTO	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40	
2-Wire Voice Unbundled 2-Way PBX Usage Port	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPXA	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40	
2-Wire Voice Unbundled PBX Toll Terminal Hotel Port	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPXB	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40	
2-Wire Voice Unbundled PBX LD DDD Terminals Port	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPXC	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92		\$20.35	\$10.54	\$13.32	\$1.40	

Unbundled Network Elements
TENNESSEE

Exhibit 1-TN
Attachment 2
Exhibit C

UNBUNDLED NETWORK ELEMENT		UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97- 01262	BCS	USOC	RATES				OSS RATES						
						Pec	Nonrecurring		Disconnect	Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Dis Electronic-Add1	Incremental Charge - Manual Svc Order vs. Electronic-Dis Electronic-Add1	
							First	Add1								
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPXD	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPXE	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPXL	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPXM	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Economy Admin Calling Port TN Calling Port	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPXN	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPXD	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPXS	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
	2-Wire Voice Unbundled PBX Collerville and Memphis Calling Port	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPXU	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port	Exchange Ports - 2-Wire Analog Line Port (PBX)		UEPSP	UEPXV	\$1.79	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
	Subsequent Activity			UEPSP	USASC		\$10.00	\$10.00								
	All Available Vertical Features	[Exchange Ports includes all Applicable Features]		UEPSP	UEPVF	\$0.00	\$0.00	\$0.00								
	Exchange Ports - Coin Port	Exchange Ports - Coin Port				\$2.11	\$9.93	\$9.19	\$3.66	\$2.92			\$20.35	\$10.54	\$13.32	\$1.40
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	End Office Switching (Port Usage)															
	End Office Switching Function, Per MOU	End Office Switching Function				\$0.0008041										
	End Office Trunk Port - Shared, Per MOU	End Office Interoffice Trunk Port - Shared, per MOU														
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU	Tandem Switching Function				\$0.0009778										
	Tandem Trunk Port - Shared, Per MOU	Tandem Interoffice Trunk Port - Shared, per MOU														
UNBUNDLED TRANSPORT																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU	Common Transport - per mile, per MOU				\$0.0000064										
	Common Transport - Facilities Termination Per MOU	Common Transport - Facilities Termination per MOU				\$0.0003871										
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
	Interoffice Channel - Dedicated Transport - 2- Wire Voice Grade - Per Mile per month	Interoffice Transport - Dedicated - Voice Grade - per mile per MOU		U1TVX	1L5XX	\$0.0174										
	Interoffice Channel - Dedicated Transport - 2- Wire Voice Grade - Facility Termination per month	Interoffice Transport - Dedicated - 2-Wire Voice Grade - Facility Termination		U1TVX	U1TV2	\$18.58	\$55.39	\$17.37	\$27.96	\$3.51			\$20.35	\$21.09	\$9.80	\$10.54

Unbundled Network Elements
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Exhibit 1-TN
Attachment 2
Exhibit C

UNBUNDLED NETWORK ELEMENT		UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BCS	USOC	RATES				OSS RATES								
							Nonrecurring		Disconnect		Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l				
																First	Add'l	First	Add'l
							Nonrecurring	Disconnect											
									First	Add'l	First	Add'l	SOMECH	SOMAN	SOMECH	SOMAN	SOMECH	SOMAN	SOMECH
First	Add'l	First	Add'l	SOMECH	SOMAN	SOMECH	SOMAN	SOMECH	SOMAN	SOMECH	SOMAN	SOMECH	SOMAN						
	Interoffice Channel - Dedicated Transport 1-2-Wire Voice Grade Rev Bat. - Per Mile per month	Interoffice Transport - Dedicated - Voice Grade - per mile per MOU			UITVX	1L5XX	\$0.0174												
	Interoffice Channel-Dedicated Transport- 2-Wire Voice Grade Rev Bat.-Facility Termination per month	Interoffice Transport - Dedicated - 2-Wire Voice Grade - Facility Termination			UITVX	UITR2	\$18.58	\$55.39	\$17.37	\$27.96	\$3.51	\$20.35	\$21.09	\$9.80	\$10.54				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 Kbps																			
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month	Interoffice Transport - Dedicated - DSO - 56/64 kbps - per mile			UITDX	1L5XX	\$0.0174												
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month	Interoffice Transport - Dedicated - DSO - 56/64 kbps - Facility Termination			UITDX	UITD5	\$17.98	\$55.39	\$17.37	\$27.96	\$3.51	\$20.35	\$21.09	\$9.80	\$10.54				
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month	Interoffice Transport - Dedicated - DSO - 56/64 kbps - per mile			UITDX	1L5XX	\$0.0174												
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month	Interoffice Transport - Dedicated - DSO - 56/64 kbps - Facility Termination			UITDX	UITD6	\$17.98	\$55.39	\$17.37	\$27.96	\$3.51	\$20.35	\$21.09	\$9.80	\$10.54				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																			
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month	Interoffice Transport - Dedicated - DS1 - per mile			UITD1	1L5XX	\$0.3562												
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month	Interoffice Transport - Dedicated - DS1 - Facility Termination			UITD1	UITF1	\$77.86	\$112.40	\$76.27	\$19.55	\$14.99	\$20.35	\$21.09	\$9.80	\$10.54				
LOCAL CHANNEL - DEDICATED TRANSPORT																			
	Local Channel - Dedicated - 2-Wire Voice Grade Per Mile per month	Local Channel - Dedicated - 2-Wire Voice Grade [shown here deaveraged]	*		ULDVX	1L5NC	\$0.00												
	Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 1	Local Channel - Dedicated - 2-Wire Voice Grade [shown here deaveraged]		1	ULDVX	ULDV2	\$17.18	\$199.33	\$24.16	\$54.81	\$4.80	\$20.35	\$10.54	\$13.30	\$0.00				
	Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 2	Local Channel - Dedicated - 2-Wire Voice Grade [shown here deaveraged]		2	ULDVX	ULDV2	\$22.44	\$199.33	\$24.16	\$54.81	\$4.80	\$20.35	\$10.54	\$13.30	\$0.00				
	Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 3	Local Channel - Dedicated - 2-Wire Voice Grade [shown here deaveraged]		3	ULDVX	ULDV2	\$29.34	\$199.33	\$24.16	\$54.81	\$4.80	\$20.35	\$10.54	\$13.30	\$0.00				
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat. Per Mile per month	Local Channel - Dedicated - 2-Wire Voice Grade [shown here deaveraged]	*		ULDVX	1L5NC	\$0.00												
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat. Per month - Zone 1	Local Channel - Dedicated - 2-Wire Voice Grade [shown here deaveraged]		1	ULDVX	ULDR2	\$17.18	\$199.33	\$24.16	\$54.81	\$4.80	\$20.35	\$10.54	\$13.30	\$0.00				
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat. Per Month - Zone 2	Local Channel - Dedicated - 2-Wire Voice Grade [shown here deaveraged]		2	ULDVX	ULDR2	\$22.44	\$199.33	\$24.16	\$54.81	\$4.80	\$20.35	\$10.54	\$13.30	\$0.00				
	Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat. Per Month - Zone 3	Local Channel - Dedicated - 2-Wire Voice Grade [shown here deaveraged]		3	ULDVX	ULDR2	\$29.34	\$199.33	\$24.16	\$54.81	\$4.80	\$20.35	\$10.54	\$13.30	\$0.00				
	Local Channel - Dedicated - 4-Wire Voice Grade Per Mile per month	Local Channel - Dedicated - 4-Wire Voice Grade [shown here deaveraged]	*		ULDDX	1L5NC	\$0.00												
	Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 1	Local Channel - Dedicated - 4-Wire Voice Grade [shown here deaveraged]		1	ULDDX	ULDV4	\$18.18	\$201.53	\$24.83	\$55.52	\$5.51	\$20.35	\$10.54	\$13.30	\$0.00				
	Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 2	Local Channel - Dedicated - 4-Wire Voice Grade [shown here deaveraged]		2	ULDDX	ULDV4	\$23.74	\$201.53	\$24.83	\$55.52	\$5.51	\$20.35	\$10.54	\$13.30	\$0.00				

Unbundled Network Elements
TENNESSEE

Exhibit 1-TN
Attachment 2
Exhibit C

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET #7-01262	Not in TRA Docket #7- 01262	Zone	BOS	USOC	RATES				OSS RATES				
						Rec	Nonrecurring		Svc Order Submitted Manually per LSN	Svc Order Submitted Manually per LSN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l 1st	Incremental Charge - Manual Svc Order vs. Electronic-Dis- c Add'l		
							First	Add'l						
													First	Add'l
Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 3	Local Channel - Dedicated - 4-Wire Voice Grade [shown here deaveraged]		3	ULDDX	ULDV4	\$31.05	\$201.53	\$24.83	\$55.52	\$5.51	\$20.35	\$10.54	\$0.00	
Local Channel - Dedicated - DS1 Per Mile per month	Local Channel - Dedicated - DS1 Per Mile per month	*		ULDD1	1LSNC	\$0.00								
Local Channel - Dedicated - DS1 per month - Zone 1	Local Channel - Dedicated - DS1 per month - [shown here deaveraged]		1	ULDD1	ULDF1	\$36.24	\$277.35	\$233.26	\$33.18	\$22.30	\$45.68	\$1.76	\$1.76	
Local Channel - Dedicated - DS1 per month - Zone 2	Local Channel - Dedicated - DS1 per month - [shown here deaveraged]		2	ULDD1	ULDF1	\$47.33	\$277.35	\$233.26	\$33.18	\$22.30	\$45.68	\$1.76	\$1.76	
Local Channel - Dedicated - DS1 per month - Zone 3	Local Channel - Dedicated - DS1 per month - [shown here deaveraged]		3	ULDD1	ULDF1	\$61.89	\$277.35	\$233.26	\$33.18	\$22.30	\$45.68	\$1.76	\$1.76	
MULTIPLERS														
Channelization - DS1 to DS0 Channel System	Channelization - Channel System DS1 to DS0			UXTD1	MQ1	\$80.77	\$141.87	\$77.11	\$14.51	\$13.46	\$20.35	\$9.80	\$1.18	
OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)	Interface Unit - Interface DS1 to DS0 - OCU - DP Card			UDL	1D1DD	\$1.82	\$6.07	\$4.66			\$20.35	\$9.80	\$1.18	
2-wire ISDN COCI (BRI/TE) - DS1 to DS0 Channel System - per month	Interface Unit - Interface DS1 to DS0 - BRI/TE Card			UDN	UC1CA	\$3.10	\$6.07	\$4.66			\$20.35	\$9.80	\$1.18	
Voice Grade COCI - DS1 to DS0 Channel System - per month	Interface Unit - Interface DS1 to DS0 - Voice Grade Card			UEA	1D1VG	\$9.91	\$6.07	\$4.66			\$20.35	\$9.80	\$1.18	
DS3 to DS1 Channel System per month	Channelization - Channel System DS3 to DS1			UXTD3	MQ3	\$222.98	\$308.03	\$108.47	\$44.47	\$42.82	\$20.35	\$9.80	\$1.18	
DS1 to DS1 Channel System per month	Channelization - Channel System DS3 to DS1			UXTS1	MQ3	\$222.98	\$308.03	\$108.47	\$44.47	\$42.82	\$20.35	\$9.80	\$1.18	
DS3 Interface Unit (DS1 COCI) used with Loop per month	Interface Unit - Interface DS3 to DS1			USL	UC1D1	\$17.58	\$6.07	\$4.66			\$20.35	\$9.80	\$1.18	
DS3 Interface Unit (DS1 COCI) used with Local Channel per month	Interface Unit - Interface DS3 to DS1			ULDD1	UC1D1	\$17.58	\$6.07	\$4.66			\$20.35	\$9.80	\$1.18	
DS3 Interface Unit (DS1 COCI) used with Interface Channel per month	Interface Unit - Interface DS3 to DS1			U1TD1	UC1D1	\$17.58	\$6.07	\$4.66			\$20.35	\$9.80	\$1.18	
DARK FIBER														
Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel	Dark Fiber, per 4 fiber strands, per route mile or fraction thereof			UDF	1L5DC	\$53.23								
Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel	Dark Fiber, per 4 fiber strands, per route mile or fraction thereof			UDF	UDFC4		\$1,219.22	\$169.75	\$453.22	\$339.34				
NRC Dark Fiber - Local Channel	Dark Fiber, per 4 fiber strands, per route mile or fraction thereof			UDF	1L5DF	\$53.23								
Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop	Dark Fiber, per 4 fiber strands, per route mile or fraction thereof			UDF	UDF14		\$1,219.22	\$169.75	\$453.22	\$339.34				
Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop	Dark Fiber, per 4 fiber strands, per route mile or fraction thereof			UDF	1L5DL	\$53.23								
NRC Dark Fiber - Local Loop	Dark Fiber, per 4 fiber strands, per route mile or fraction thereof			UDF	UDFL4		\$1,219.22	\$169.75	\$453.22	\$339.34				
BXX ACCESS TEN DIGIT SCREENING														
8XX Access Ten Digit Screening, Per Call	800 Access Ten digit screening					\$0.0005192								
8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved	800 Access Ten digit screening (800 ATDS) per call 800 Access Ten digit screening Reservation Charge per 800 Number Reserved				NBR1X		\$5.21	\$0.76			\$20.35			

Unbundled Network Elements
TENNESSEEExhibit 1-TV
Attachment 2
Exhibit C

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01282	Not in TRA Docket 97- 01282	BCS	USOC	RATES				OSS RATES			
						Nonrecurring		Disconnecting		Svc Order Submitted Manually per LSP	Incremental Charge - Manual Svc Order vs. Electronic-Add'l 1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						First	Ad'l	First	Ad'l				
						Rec				SOMAN	SOMAN	SOMAN	SOMAN
		8XX Access Ten Digit Screening, Per 8XX No. Established w/o POTS Translations	800 Access Ten digit screening per 800 # established w/o POTS Translations				\$11.47	\$1.46	\$7.34	\$0.7602	\$20.35	\$13.28	
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations	800 Access Ten digit screening per 800 # established with POTS Translations		NBFTX		\$11.47	\$1.46	\$7.34	\$0.7602	\$20.35	\$13.28	
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number	800 Access Ten digit screening Customized Area of Service per 800 Number		NBFCX		\$4.47	\$2.24					
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.	800 ATDS, Multiple InterLATA CXR Routing per CXR Requested per 800 #		NBFX		\$5.23	\$3.00					
		8XX Access Ten Digit Screening, Change Charge Per Request	800 Access Ten digit screening, Change Charge per Request		NBFAX		\$5.97	\$0.76			\$20.35		
		8XX Access Ten Digit Screening, Call Handling and Destination Features	800 Access Ten digit screening, Call Handling and Destination Features		NBFDX		\$4.47						
LINE INFORMATION DATA BASE ACCESS (LIDB)													
		LIDB Common Transport Per Query	LIDB Common Transport per Query		OOT	\$0.0000354							
		LIDB Validation Per Query	LIDB Validation per Query		OOU	\$0.0117403							
		LIDB Originating Point Code Establishment or Change	LIDB Originating Point Code Establishment or Change			\$49.03					\$20.35		
SIGNALING (CCS7)													
		CCS7 Signaling Termination, Per STP Port	CCS7 Signaling Termination per STP Port			\$138.41							
		CCS7 Signaling Usage, Per TCAP Message	CCS7 Signaling Usage per TCAP Message			\$0.00000916							
		CCS7 Signaling Connection, Per link (A link)	CCS7 Signaling Connection per 56 kbps facility			\$17.84	\$130.84				\$20.35		
		CCS7 Signaling Connection, Per link (B link) (also known as D link)	CCS7 Signaling Connection per 56 kbps facility			\$17.84	\$130.84				\$20.35		
		CCS7 Signaling Usage, Per ISUP Message	CCS7 Signaling Usage, per call setup message			\$0.0000373							
		CCS7 Signaling Usage Surrogate, per link per LATA	CCS7 Signaling Usage Surrogate, per 56 kbps facility per LATA per month			\$352.30					\$20.35		
SELECTIVE ROUTING													
		Selective Routing Per Unique Line Class Code Per Request Per Switch	Selective Routing (Interim Solution Line Class Codes) per Unique Line Class Code per Request per Switch		USRCR		\$179.60				\$20.35		
AIN - BELL SOUTH AIN SMS ACCESS SERVICE													
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup	AIN SMS Access Service - Service Establishment, per State, Initial Setup		CAMSE		\$135.56						
		AIN SMS Access Service - Port Connection - Dial/Shared Access	AIN SMS Access Service - Port Connection - Dial/Shared Access		CAMDP		\$41.75						
		AIN SMS Access Service - Port Connection - ISDN Access	AIN SMS Access Service - Port Connection - ISDN Access		CAM1P		\$41.75						

Unbundled Network Elements
TENNESSEEExhibit 1-TN
Attachment 2
Exhibit C

UNBUNDLED NETWORK ELEMENT		UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	RCS	USOC	RATES				OSS RATES										
						Rec	Nonrecurring		Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Dis Add'l							
							First	Add'l												
														First	Disconnect					
	AIN SMS Access Service - User Identification Codes - Per User ID Code	AIN SMS Access Service - User Identification Codes - Per User ID Code			CAMAU															
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement	AIN SMS Access Service - Security Card, per User ID Code, Initial or Replacement			CAMRC															
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)	AIN SMS Access Service - Storage, per unit (100 kilobytes)				\$0.0024														
	AIN SMS Access Service - Session, Per Minute	AIN SMS Access Service - Session, per minute				\$0.0820123														
	AIN SMS Access Service - Company Performed Session, Per Minute	AIN SMS Access Service - company performed session, per minute				\$2.27														
AIN - BELL SOUTH AIN TOOLKIT SERVICE																				
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup	AIN TS - Service Establishment Charge per State, Initial Setup			BAPSC															
	AIN Toolkit Service - Training Session, Per Customer	AIN TS - Training Session, per Customer			BAPVX															
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term, Attempt	AIN TS - Trigger Access Charge, per Trigger per DN, Term Attempt			BAPTT															
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay	AIN TS - Trigger Access Charge, per Trigger per DN, Off Hook Delay			BAPTD															
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate	AIN TS - Trigger Access Charge, per Trigger per DN, Off Hook Immediate			BAPTM															
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP	AIN TS - Trigger Access Charge, per Trigger per DN, 10-Digit PODP			BAPTO															
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP	AIN TS - Trigger Access Charge, per Trigger per DN, CDP			BAPTC															
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code	AIN TS - Trigger Access Charge, per Trigger per DN, Feature Code			BAPTF															
	AIN Toolkit Service - Query Charge, Per Query	AIN TS - Query Charge, Per Query				\$.0211882														
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query	AIN TS - Type 1 Node Charge, per AIN Toolkit subscription, per Node, per query				\$.0054774														
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes	AIN TS - SCP Storage charge, per SMS access account, per 100 kilobytes				\$ 1.50														
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription	AIN TS - Monthly Report - per AIN TS Subscription			BAPMS	\$17.43	\$33.52													
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription	AIN TS - Special Study - per AIN TS Subscription			BAPLS	\$0.1321116	\$36.23													
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription	AIN TS - Call Event Report - per AIN TS Subscription			BAPDS	\$17.35	\$33.52													
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription	AIN TS - Call Event Special Study - per AIN TS Subscription			BAPES	\$0.0511435	\$36.23													
ODUFEDOUFIADUFUMDS																				
OPTIONAL DAILY USAGE FILE (ODUF)																				

Unbundled Network Elements
TENNESSEE

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	BCS	USOC	RATES				OSS RATES																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
					Rec	Nonrecurring		Svc Order Submitted Manually per LSR	Svc Order Submitted Elec 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 Add'l																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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ODUF: Recording, per message	OSS OLEC Daily Usage File Recording per message																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														

Unbundled Network Elements
TENNESSEE

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET #7-01262	Not in TSA Docket #7-01262	BCS	USOC	RATES				OSS RATES			
					Nonrecurring		Disconnecting		Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l 1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l
					First	Add'l	First	Add'l				
2-Wire Voice Grade Loop (SL1) - Zone 1		**	UEPRX	UEPLX	\$12.29							
2-Wire Voice Grade Loop (SL1) - Zone 2		**	UEPRX	UEPLX	\$16.12							
2-Wire Voice Grade Loop (SL1) - Zone 3		**	UEPRX	UEPLX	\$21.13							
2-Wire Voice Grade Line Port Rates (Res)												
2-Wire voice unbundled port - residence		**	UEPRX	UEPRL	\$1.89							
2-Wire voice unbundled port with Caller ID - res		**	UEPRX	UEPRC	\$1.89							
2-Wire voice unbundled port outgoing only - res		**	UEPRX	UEPRO	\$1.89							
2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res		**	UEPRX	UEPAQ	\$1.89							
2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)		**	UEPRX	UEPAK	\$1.89							
2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)		**	UEPRX	UEPAL	\$1.89							
2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)		**	UEPRX	UEPAM	\$1.89							
2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)		**	UEPRX	UEPAN	\$1.89							
2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)		**	UEPRX	UEPAO	\$1.89							
2-Wire voice unbundled res, low usage line port with Caller ID (LUM)		**	UEPRX	UEPAP	\$1.89							
FEATURES												
All Available Vertical Features	[Exchange Ports includes all Applicable Features.]	**	UEPRX	UEPVF	\$0.00	\$0.00	\$0.00	\$0.00				
LOCAL NUMBER PORTABILITY												
Local Number Portability (1 per port)		**	UEPRX	LNPCX	\$0.35							
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED												
2-Wire Voice Grade Loop / Line Port	2-Wire Voice Grade Loop/Line Port Combo - Switch-as-is		UEPRX	USAC2	\$1.03	\$0.29				\$30.89	\$7.03	
2-Wire Voice Grade Loop / Line Port	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change	*	UEPRX	USACC	\$1.03	\$0.29				\$30.89	\$7.03	
2-Wire Voice Grade Loop / Line Port	2-Wire Voice Grade Loop/Line Port Combo - Subsequent Database Update				\$0.76					\$7.97		
ADDITIONAL NRCs												
2-Wire Voice Grade Loop/Line Port	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity	**	UEPRX	USAS2	\$10.00	\$10.00						
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)												
UNE Port/Loop Combination Rates												
2-Wire VQ Loop/Port Combo - Zone 1	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 1	1			\$14.18							
2-Wire VQ Loop/Port Combo - Zone 2	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 2	2			\$18.01							
2-Wire VQ Loop/Port Combo - Zone 3	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 3	3			\$23.02							

Unbundled Network Elements
TENNESSEEExhibit 1-TN
Attachment 2
Exhibit C

UNBUNDLED NETWORK ELEMENT		UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET #7-01262	Not in TRA Docket #7-01262	BCS	USOC	RATES				OSS RATES																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
						Rec	Nonrecurring		Disconnect		Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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**Unbundled Network Elements
TENNESSEE**

Exhibit 1-TN
Attachment 2
Exhibit C

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01782	Not in TRA Docket 97- 01782	BCS	USOC	RATES				OSS RATES				
					First	Add'l	Disconnect	First	Add'l	Soc Order Submitted Manually per LSR	Soc Order Submitted Manually per LSR	Incremental Charge - Manual Soc Order vs. Electronic-Add'l	Incremental Charge - Manual Soc Order vs. Electronic-Add'l
2-Wire VG Loop/Port Combo - Zone 2	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 2	2			\$18.01								
2-Wire VG Loop/Port Combo - Zone 3	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 3	3			\$23.02								
UNE Loop Rates													
2-Wire Voice Grade Loop (SL 1) - Zone 1		**	UEPRG	UEPLX	\$12.39								
2-Wire Voice Grade Loop (SL 1) - Zone 2		**	UEPRG	UEPLX	\$16.22								
2-Wire Voice Grade Loop (SL 1) - Zone 3		**	UEPRG	UEPLX	\$21.23								
2-Wire Voice Grade Line Port Rates (RES - PBX)													
2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res		**	UEPRG	UEPRD	\$1.79								
LOCAL NUMBER PORTABILITY													
Local Number Portability (1 per port)		**	UEPRG	LNPCP	\$3.15								
FEATURES													
All Available Vertical Features	[Exchange Ports includes all Applicable Features]	**	UEPRG	UEPVF	\$0.00	\$0.00		\$0.00	\$0.00				
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED													
2-Wire Voice Grade Loop/Line Port Combination (PBX) - Conversion - Switch-As-Is	2-Wire Voice Grade Loop/Line Port Combo - Switch-as-is		UEPRG	USAC2		\$1.03		\$0.29	\$0.29			\$7.03	
2-Wire Voice Grade Loop/Line Port Combination (PBX) - Conversion - Switch with Change	2-Wire Voice Grade Loop/Line Port Combo - Subsequent Database Update	*	UEPRG	USACC		\$1.03		\$0.29	\$0.29			\$30.89	\$7.03
2-Wire Voice Grade Loop/Line Port Combination - Conversion - Subsequent Database Update						\$0.76						\$7.97	
ADDITIONAL NRCs													
2-Wire Voice Grade Loop/Line Port Combination (PBX) - Subsequent Activity		**	UEPRG	USAS2		\$10.00		\$10.00	\$10.00			\$30.89	\$7.03
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)													
UNE Port/Loop Combination Rates													
2-Wire VG Loop/Port Combo - Zone 1	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 1	1			\$14.18								
2-Wire VG Loop/Port Combo - Zone 2	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 2	2			\$18.01								
2-Wire VG Loop/Port Combo - Zone 3	2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 3	3			\$23.02								
UNE Loop Rates													
2-Wire Voice Grade Loop (SL 1) - Zone 1		**	UEPPX	UEPLX	\$12.39								
2-Wire Voice Grade Loop (SL 1) - Zone 2		**	UEPPX	UEPLX	\$16.22								
2-Wire Voice Grade Loop (SL 1) - Zone 3		**	UEPPX	UEPLX	\$21.23								
2-Wire Voice Grade Line Port Rates (BUS - PBX)													

Unbundled Network Elements
TENNESSEEExhibit 1-TN
Attachment ?
Exhibit C

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97- 01262	Zone	BCS	USOC	RATES				OSS RATES				
						Rec	Nonrecuring		Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Electronic-Add1 BOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st Electronic-Add1 BOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st Electronic-Add1 BOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st Electronic-Add1 BOMAN
							First	Add1						
Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus		**		UEPPX	UEPPC	\$1.79								
Line Side Unbundled Outward PBX Trunk Port - Bus		**		UEPPX	UEPPO	\$1.79								
Line Side Unbundled Incoming PBX Trunk Port - Bus		**		UEPPX	UEPP1	\$1.79								
2-Wire Voice Unbundled PBX LD Terminal Ports		**		UEPPX	UEPLD	\$1.79								
2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port		**		UEPPX	UEPT2	\$1.79								
2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port		**		UEPPX	UEPTO	\$1.79								
2-Wire Voice Unbundled 2-Way Combination PBX Usage Port		**		UEPPX	UEPXA	\$1.79								
2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports		**		UEPPX	UEPXB	\$1.79								
2-Wire Voice Unbundled PBX LD DDD Terminals Port		**		UEPPX	UEPXC	\$1.79								
2-Wire Voice Unbundled PBX LD Terminal Switchboard Port		**		UEPPX	UEPXD	\$1.79								
2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port		**		UEPPX	UEPXE	\$1.79								
2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port		**		UEPPX	UEPXL	\$1.79								
2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port		**		UEPPX	UEPXM	\$1.79								
2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Economy Admin Calling Port TN Calling Port		**		UEPPX	UEPXN	\$1.79								
2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port		**		UEPPX	UEPXO	\$1.79								
2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port		**		UEPPX	UEPXS	\$1.79								
2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port		**		UEPPX	UEPXU	\$1.79								
2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port		**		UEPPX	UEPXV	\$1.79								
LOCAL NUMBER PORTABILITY														
Local Number Portability (1 per port)		**		UEPPX	LINCP	\$3.15								
FEATURES														
All Available Vertical Features		**		UEPPX	UEPVF	\$0.00	\$0.00	\$0.00						
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
2-Wire Voice Grade Loop/Line Port Combination (PBX) - Conversion - Switch-As- Port Combo - Switch-as-is		**		UEPPX	USAC2		\$1.03	\$0.29			\$30.89	\$7.03		
2-Wire Voice Grade Loop/Line Port Combination (PBX) - Conversion - Switch with Change		*		UEPPX	USACC		\$1.03	\$0.29			\$30.89	\$7.03		

Unbundled Network Elements
TENNESSEE

EXHIBIT 1-TN
Attachment 2
EXHIBIT C

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	Zone	BCS	USOC	RATES				OSS RATES								
						Pec	Nonrecurring First	Add'l	Discontinued First	Add'l	Svc Order Submitted Manually per LSR	Svc Order Submitted Elec 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 Add'l			
2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update	2-Wire Voice Grade Loop/Line Port Combo - Subsequent Database Update																	
ADDITIONAL NRCs																		
2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity		**		UEPPX	USAS2													
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																		
UNE Port/Loop Combination Rates																		
2-Wire VG Loop/2-Wire DID Trunk Port Combo - Zone 1	2-Wire Voice Grade Loop with 2-Wire DID Trunk Port - Zone 1		1															
2-Wire VG Loop/2-Wire DID Trunk Port Combo - Zone 2	2-Wire Voice Grade Loop with 2-Wire DID Trunk Port - Zone 2		2															
2-Wire VG Loop/2-Wire DID Trunk Port Combo - Zone 3	2-Wire Voice Grade Loop with 2-Wire DID Trunk Port - Zone 3		3															
NONRECURRING CHARGES - CURRENTLY COMBINED																		
2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is	2-Wire Voice Grade Loop with 2-Wire DID Trunk Port Combo - Switch-as-is			UEPPX	USAC1													
2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination Conversion with Changes		*		UEPPX	USA1C													
Telephone Number/Trunk Group Establishment Charges																		
DID Trunk Termination (One Per Port)		**		UEPPX	NDT	\$0.00	\$0.00	\$0.00										
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers		**		UEPPX	NDZ	\$0.00	\$0.00	\$0.00										
Additional DID Numbers for each Group of 20 DID Numbers		**		UEPPX	ND4	\$0.00	\$0.00	\$0.00										
DID Numbers, Non- consecutive DID Numbers, Per Number		**		UEPPX	ND5	\$0.00	\$0.00	\$0.00										
LOCAL NUMBER PORTABILITY																		
Local Number Portability (1 per port)		**		UEPPX	LNPCP	\$3.15	\$0.00	\$0.00										
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																		
UNE Port/Loop Combination Rates																		
2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - Zone 1	2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Line Side Port - Zone 1		1															
2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - Zone 2	2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Line Side Port - Zone 2		2															
2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - Zone 3	2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Line Side Port - Zone 3		3															
NONRECURRING CHARGES - CURRENTLY COMBINED																		

Unbundled Network Elements
TENNESSEE

Exhibit 1-TN
Attachment 2
Exhibit C

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01282	Not in TRA Docket 97-01282	BCS	USOC	RATES				OSS RATES				
					Rec	Nonrecurring		First	Add'l	Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
						First	Add'l						
2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion	2-Wire ISDN Digital Grade Loop 2-Wire ISDN Line Side Port Combo - Switch-as-is		UEPPB	USACB		\$117.23	\$117.23			\$3.50		\$19.99	\$20.00
ADDITIONAL NRCs													
2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination-Non Feature Subs Activity	2-Wire ISDN Digital Grade Loop 2-Wire ISDN Line Side Port Combo - Non Feature Subsequent Activity		UEPPB	USASB		\$212.88				\$3.50		\$19.99	\$20.00
LOCAL NUMBER PORTABILITY													
Local Number Portability (1 per port)		**	UEPPB	LNPCX		\$0.00	\$0.00						
B-CHANNEL USER PROFILE ACCESS:													
CVS/CSD (DMS/SESS)		**	UEPPB	UTUCA		\$0.00	\$0.00						
CVS (EWSO)		**	UEPPB	UTUCB		\$0.00	\$0.00						
CSD		**	UEPPB	UTUCC		\$0.00	\$0.00						
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS,SC,MS,& TN)													
CVS/CSD (DMS/SESS)		**	UEPPB	UTUCD		\$0.00	\$0.00						
CVS (EWSO)		**	UEPPB	UTUCE		\$0.00	\$0.00						
CSD		**	UEPPB	UTUCF		\$0.00	\$0.00						
USER TERMINAL SERVICE PROFILE (EWSO)													
		**	UEPPB	UTUMA		\$0.00	\$0.00						
VERTICAL FEATURES													
One per Channel B User Profile		**	UEPPB	UEPVF		\$0.00	\$0.00						
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT													
UNE Port/Loop Combination Rates													
4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - Zone 1	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port - Zone 1	1				\$132.58						\$19.99	\$20.00
4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - Zone 2	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port - Zone 2	2				\$150.25						\$19.99	\$20.00
4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - Zone 3	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port - Zone 3	3				\$173.44						\$19.99	\$20.00
NONRECURRING CHARGES - CURRENTLY COMBINED													
Digital Trunk Port Combination - Conversion-Switch-as-is	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combo - Switch-as-is		UEPPP	USACP		\$328.53	\$328.53					\$19.99	\$20.00
ADDITIONAL NRCs													
4-Wire DS1 Dig Loop / 4-Wire ISDN DS1 Dig Trunk Port Combination-Sub Channel Activation-Per Channel	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo - Subsequent Channel Activation - Per Channel		UEPPP	USASP		\$28.39						\$19.99	\$20.00

Unbundled Network Elements
TENNESSEE

Exhibit 1-TN
Attachment 2
Exhibit C

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01282	Not in TNA Docket 97-01282	BGS	USOC	RATES				OSS RATES			
					Rec	Nonrecurring		Disconnect	Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1
						First	Add1					
4-Wire DS1 Dig Loop / 4-Wire ISDN DS1 Dig Trunk Port Combination-Sub Inward/2-Way Telephone Numbers	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo - Subsequent Inward/2-Way Telephone Numbers		UEPPP	PR7TG		\$0.94					\$19.99	\$20.00
4-Wire DS1 Dig Loop / 4-Wire ISDN DS1 Dig Trunk Port Combination-Sub Outward Telephone Numbers	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo - Subsequent Outward Telephone Numbers		UEPPP	PR7TP		\$22.36					\$19.99	\$20.00
4-Wire DS1 Dig Loop / 4-Wire ISDN DS1 Dig Trunk Port Combination-Subsequent Inward Telephone Numbers	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo - Subsequent Inward Telephone Numbers		UEPPP	PR7ZI		\$44.71					\$19.99	\$20.00
4-Wire DS1 Dig Loop / 4-Wire ISDN DS1 Dig Trunk Port Combination-Subsequent Service Order Per Order	4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port Combo - Subsequent Service Order Per Order		UEPPP	USASP		\$189.76					\$19.99	\$20.00
LOCAL NUMBER PORTABILITY												
Local Number Portability (1 per port)		**	UEPPP	LNPCN		\$1.75						
INTERFACE (Provisioning Only)												
Voice/Data		**	UEPPP	PR7IV		\$0.00						
Digital Data		**	UEPPP	PR7ID		\$0.00						
Inward Data		**	UEPPP	PR7IE		\$0.00						
CALL TYPES												
Inward		**	UEPPP	PR7C1		\$0.00						
Outward		**	UEPPP	PR7C0		\$0.00						
Two-way		**	UEPPP	PR7CC		\$0.00						
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT												
UNE Port/Loop Combination Rates												
4W DS1 Digital Loop/4W DDITS Trunk Port Zone 1	4-Wire DS1 Digital Loop With 4-Wire DID Trunk Port - Zone 1	1				\$93.28						
4W DS1 Digital Loop/4W DDITS Trunk Port Zone 2	4-Wire DS1 Digital Loop With 4-Wire DID Trunk Port - Zone 2	2				\$110.95						
4W DS1 Digital Loop/4W DDITS Trunk Port Zone 3	4-Wire DS1 Digital Loop With 4-Wire DID Trunk Port - Zone 3	3				\$134.14						
NONRECURRING CHARGES - CURRENTLY COMBINED												
4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Switch-as-is		UEPDC	USAC4		\$312.91	\$312.91		\$3.50		\$19.99	\$20.00
4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combo - Conversion with DS1 Changes	*	UEPDC	USAWA		\$312.91	\$312.91		\$3.50		\$19.99	\$20.00
4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Switch-as-is		UEPDC	USAWB		\$312.91	\$312.91		\$3.50		\$19.99	\$20.00
ADDITIONAL NRCS												

Unbundled Network Elements
TENNESSEE

		UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01282	Not in TRA Docket 97-01282	RCS	USOC	RATES				OSS RATES								
							Rec	Nonrecurring		First	Add'l	Disconnect	Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l		
								First	Add'l										
																		First	Add'l
		4-Wire DS1 Dig Loop / 4-Wire DDITS Trunk Port Combination-Subsequent Service Order Per Svc Order	4-Wire DS1 Digital Loop 4-Wire DID Trunk Port Combo - Subsequent Service Order Per Order		UEPDC	USAS4		\$94.88	\$94.88						\$19.99	\$19.99	\$20.00	\$20.00	
		4-Wire DS1 Dig Loop/4-Wire DDITS Trk Port Combination-NRC-Sub Channel Activation-Per Chan-2-Way Trk	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Subsequent Channel Activation Per Channel		UEPDC	UDTTA		\$108.67		\$3.50	\$19.99	\$19.99	\$20.00	\$20.00					
		4-Wire DS1 Dig Loop/4-Wire DDITS Trk Port Combo-Sub Channel Activation-Per Chan-1-Way Outward Trk	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Subsequent Channel Activation Per Channel		UEPDC	UDTTB		\$108.67		\$3.50	\$19.99	\$19.99	\$20.00	\$20.00					
		4-Wire DS1 Dig Loop/4-Wire DDITS Trk Port Combo-Sub Chan Activation-Per Chan-1-Way Inwd Trk w/o DID	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Subsequent Channel Activation Per Channel		UEPDC	UDTTC		\$108.67		\$3.50	\$19.99	\$19.99	\$20.00	\$20.00					
		4-Wire DS1 Dig Loop/4-Wire DDITS Trk Port Combo-Sub Chan Activation-Per Chan-1-Way Inwd Trk with DID	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Subsequent Channel Activation Per Channel		UEPDC	UDTTD		\$108.67		\$3.50	\$19.99	\$19.99	\$20.00	\$20.00					
		4-Wire DS1 Dig Loop/4-Wire DDITS Trk Port Combo-Sub Chan Activ'n-Per Chan-2-Way DID with User Trans	4-Wire DS1 Digital Loop/4-Wire DID Trunk Port Combo - Subsequent Channel Activation Per Channel		UEPDC	UDTTE		\$108.67		\$3.50	\$19.99	\$19.99	\$20.00	\$20.00					
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Subsequent Signaling Changes	4-Wire DS1 Digital Loop 4-Wire DID Trunk Port Combo - Subsequent Signaling Changes		UEPDC			\$22.92		\$3.50	\$19.99	\$19.99	\$20.00	\$20.00					
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Subsequent Service Order Per Order	4-Wire DS1 Digital Loop 4-Wire DID Trunk Port Combo - Subsequent Service Order Per Order		UEPDC	USAS4		\$94.88	\$94.88	\$3.50	\$19.99	\$19.99	\$20.00	\$20.00					
		4-Wire DS1 Dig Loop/4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Telephone Numbers	4-Wire DS1 Digital Loop 4-Wire DID Trunk Port Combo - Subsequent Telephone Numbers		UEPDC			\$88.68		\$3.50	\$19.99	\$19.99	\$20.00	\$20.00					
		BIPOLAR & ZERO SUBSTITUTION																	
		Superframe Format - Conversion or New Install	Superframe Format - Conversion or New Install	**	UEPDC	COOSF	\$0.00	\$0.00	\$0.00										
		Extended Superframe Format - Conversion or New Install	Extended Superframe Format - Conversion or New Install	**	UEPDC	COOEF	\$0.00	\$0.00	\$0.00										
		Superframe Format - Subsequent Activity	Superframe Format - Subsequent Activity	**	UEPDC	COOSF	\$0.00	\$590.00	\$590.00	\$3.50	\$19.99	\$19.99	\$20.00	\$20.00					
		Extended Superframe Format - Subsequent Activity	Extended Superframe Format - Subsequent Activity	**	UEPDC	COOEF	\$0.00	\$590.00	\$590.00	\$3.50	\$19.99	\$19.99	\$20.00	\$20.00					
		Alternate Mark Inversion																	
		Superframe Format	Superframe Format	**	UEPDC	MOOSF		\$0.00	\$0.00										
		Extended SuperFrame Format	Extended SuperFrame Format	**	UEPDC	MOOPO		\$0.00	\$0.00										
		Telephone Number/Trunk Group Establishment Charges																	
		Telephone Number for 2-Way Trunk Group	Telephone Number for 2-Way Trunk Group	**	UEPDC	UDTGX	\$0.00			\$3.50	\$19.99	\$19.99	\$20.00	\$20.00					
		Telephone Number for 1-Way Outward Trunk Group	Telephone Number for 1-Way Outward Trunk Group	**	UEPDC	UDTGY	\$0.00			\$3.50	\$19.99	\$19.99	\$20.00	\$20.00					

Unbundled Network Elements
TENNESSEE

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 17-01262	Not in TRA Docket 17-01262	BOS	USOC	RATES				OSS RATES					
					Rec	Nonrecurring		Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st LSR		
						First	Add'l							
													First	Add'l
Telephone Number for 1-Way Inward Trunk Group Without DID		**	UEPDC	UDTGZ	\$0.00				\$3.50	\$19.99	\$19.99	\$20.00	\$20.00	
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers		**	UEPDC	NDZ	\$0.00				\$3.50	\$19.99	\$19.99	\$20.00	\$20.00	
Additional DID Numbers for each Group of 20 DID Numbers		**	UEPDC	ND4	\$0.00				\$3.50	\$19.99	\$19.99	\$20.00	\$20.00	
DID Numbers, Non- consecutive DID Numbers , Per Number		**	UEPDC	ND5	\$0.00				\$3.50	\$19.99	\$19.99	\$20.00	\$20.00	
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDTs Trunk Port														
Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)		**	UEPDC	1LNO1	\$75.83				\$3.50	\$19.99	\$19.99	\$20.00	\$20.00	
Interoffice Channel Mileage - Additional rate per mile - 0.8 miles		**	UEPDC	1LNOA	\$0.3525				\$3.50	\$19.99	\$19.99	\$20.00	\$20.00	
Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)		**	UEPDC	1LNO2	\$0.0000									
Interoffice Channel Mileage - Additional rate per mile - 9-25 miles		**	UEPDC	1LNOB	\$0.3525				\$3.50	\$19.99	\$19.99	\$20.00	\$20.00	
Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)		**	UEPDC	1LNO3	\$0.0000									
Interoffice Channel Mileage - Additional rate per mile - 25+ miles		**	UEPDC	1LNOG	\$0.3525				\$3.50	\$19.99	\$19.99	\$20.00	\$20.00	
Local Number Portability, per DSO Activated		**	UEPDC	LNPCP	\$3.15									
Central Office Terminating Point		**	UEPDC	CTG	\$0.00									
Enhanced Extended Link (EELs)														
NOTE: New (not currently combined) loop/transport (EEL) combinations are only available in density Zone 1 of the Nashville MSA in TN for customers w/4 or more lines.														
For Currently Combined EELs, network element recurring and Switch As is Charges apply. For new EELs, network element recurring and nonrecurring apply (no Switch As is Charge).														
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)														
2-Wire Voice Grade Extended Loop With DS1 Dedicated Interoffice Transport (First 2-Wire Voice Grade with DS1 excluding mileage) - Zone 1		1	UNCVX	UEAL2	\$178.10									
2-Wire Voice Grade Extended Loop With DS1 Dedicated Interoffice Transport (First 2-Wire Voice Grade with DS1 excluding mileage) - Zone 2		2	UNCVX	UEAL2	\$181.17									
2-Wire Voice Grade Extended Loop With DS1 Dedicated Interoffice Transport (First 2-Wire Voice Grade with DS1 excluding mileage) - Zone 3		3	UNCVX	UEAL2	\$187.82									
Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNCIX	1L5XX	\$0.3562									

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Unbundled Network Elements
TENNESSEEExhibit 1-TN
Attachment 2
Exhibit C

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01282	Not in TRA Docket 97-01282	Zone	BCS	USOC	RATES				OSS RATES				
						Nonrecurring		Disconnect		Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st
						First	Add'l	First	Add'l					
						Rec								
First 2-Wire Local Channel with DS1 Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month	Extended 2-Wire Voice Grade Dedicated Local Channel with Transport (First 2-Wire Local Channel with DS1 excluding mileage) - Zone 3		3			\$188.88								
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCI1X	UT1F1	\$0.3562								
Additional 2-Wire Voice Grade Channel in Same DS1 Interoffice Transport Combination - Zone 1	Extended 2-Wire Voice Grade Dedicated Local Channel with Transport (Additional 2-Wire Voice Grade Channel in same DS1 excluding mileage) - Zone 1		1			\$18.09								
	Extended 2-Wire Voice Grade Dedicated Local Channel with Transport (Additional 2-Wire Voice Grade Channel in same DS1 excluding mileage) - Zone 2		2			\$23.35								
Additional 2-Wire Voice Grade Channel in Same DS1 Interoffice Transport Combination - Zone 3	Extended 2-Wire Voice Grade Dedicated Local Channel with Transport (Additional 2-Wire Voice Grade Channel in same DS1 excluding mileage) - Zone 3		3			\$30.25								
Nonrecurring Currently Combined Network Elements Switch - As-is Charge	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice combination Switch-as-is			UNCI1X	UNCCG	\$52.73	\$24.82	\$9.12	\$9.12					
4-WIRE VOICE GRADE DEDICATED EXTENDED LOCAL CHANNEL WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)														
First 4-Wire Local Channel with DS1 Interoffice Transport Combination - Zone 1	Extended 4-Wire Voice Grade Dedicated Local Channel with Transport (First 4-Wire Local Channel with DS1 excluding mileage) - Zone 1		1			\$177.73								
	Extended 4-Wire Voice Grade Dedicated Local Channel with Transport (First 4-Wire Local Channel with DS1 excluding mileage) - Zone 2		2			\$183.29								
First 4-Wire Local Channel with DS1 Interoffice Transport Combination - Zone 3	Extended 4-Wire Voice Grade Dedicated Local Channel with Transport (First 4-Wire Local Channel with DS1 excluding mileage) - Zone 3		3			\$190.59								
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNCI1X	UT1F1	\$0.3562								

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[illegible]

Unbundled Network Elements
TENNESSEE

Exhibit 1-TN
Attachment 1
Exhibit C

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97- 01262	PCS	USOC	RATES				OSS RATES								
					Rec	Nonrecurring		First	Add'l	Svc Order Submitted Manually per LSP	Svc Order Submitted Elec per LSP	Incremental Charge - Manual Svc Order vs. Electronic-1st LSP	Incremental Charge - Manual Svc Order vs. Electronic-Add'l 1st	Incremental Charge - Manual Svc Order vs. Electronic-Dis- c Connect	Incremental Charge - Manual Svc Order vs. Electronic-Dis- c Add'l		
						First	Add'l										
																First	Add'l
Interface Channel - Dedicated - DS1 Interface Channel - Dedicated - DS1 - Facility Termination per month		**	UNC1X	1L5XX	\$0.3562												
Local Loop - Dedicated - 2-Wire VG Local Loop - Dedicated - 2-Wire VG - Monthly Recurring per month - Zone 1		**	UNC1X	U1TF1	\$77.86	\$112.40	\$76.27	\$19.55	\$14.99								
Local Loop - Dedicated - 2-Wire VG Local Loop - Dedicated - 2-Wire VG - Monthly Recurring per month - Zone 2		**	1 UNCVX	UEAL2	\$16.56	\$75.06	\$48.20	\$28.70	\$17.64								
Local Loop - Dedicated - 2-Wire VG Local Loop - Dedicated - 2-Wire VG - Monthly Recurring per month - Zone 3		**	2 UNCVX	UEAL2	\$21.63	\$192.97	\$140.72	\$28.70	\$17.64								
Local Loop - Dedicated - 2-Wire VG Local Loop - Dedicated - 2-Wire VG - Monthly Recurring per month - Zone 3		**	3 UNCVX	UEAL2	\$28.28	\$192.97	\$140.72	\$28.70	\$17.64								
Local Loop - Dedicated - 2-Wire VG Monthly Recurring per mile per month		**	UNCVX	1L5ND	\$0.00												
Local Loop - Dedicated - 2-Wire VG - Rev Bat. Local Loop - Dedicated - 2-Wire VG - Rev Bat - Monthly Recurring per month - Zone 1		**	UNCVX	UEAR2	\$16.56	\$75.06	\$48.20	\$28.70	\$17.64								
Local Loop - Dedicated - 2-Wire VG - Rev Bat - Monthly Recurring per month - Zone 2		**	UNCVX	UEAR2	\$21.63	\$192.97	\$140.72	\$28.70	\$17.64								
Local Loop - Dedicated - 2-Wire VG - Rev Bat - Monthly Recurring per month - Zone 3		**	UNCVX	UEAR2	\$28.28	\$192.97	\$140.72	\$28.70	\$17.64								
Local Loop - Dedicated - 2-Wire VG Monthly Recurring per mile per month		**	UNCVX	1L5ND	\$0.00												
Local Loop - Dedicated - 4-Wire VG Local Loop - Dedicated - 4-Wire VG - Monthly Recurring per month - Zone 1		**	UNCVX	UEAL4	\$24.70	\$122.76	\$85.57	\$76.35	\$39.16								
Local Loop - Dedicated - 4-Wire VG - Monthly Recurring per month - Zone 2		**	UNCVX	UEAL4	\$32.25	\$122.76	\$85.57	\$76.35	\$39.16								
Local Loop - Dedicated - 4-Wire VG - Monthly Recurring per month - Zone 3		**	UNCVX	UEAL4	\$42.17	\$122.76	\$85.57	\$76.35	\$39.16								
Local Loop - Dedicated - 4-Wire VG Monthly Recurring per month - Zone 3		**	UNCVX	1L5ND	\$0.00												
Local Loop - Dedicated - 2-Wire ISDN Digital Local Loop - Dedicated - 2-Wire ISDN - Monthly Recurring per month - Zone 1		**	UNCVX	U1L2X	\$22.00	\$142.76	\$88.88	\$76.35	\$39.16								
Local Loop - Dedicated - 2-Wire ISDN - Monthly Recurring per month - Zone 2		**	UNCVX	U1L2X	\$29.02	\$142.76	\$88.88	\$76.35	\$39.16								
Local Loop - Dedicated - 2-Wire ISDN - Monthly Recurring per month - Zone 3		**	UNCVX	U1L2X	\$37.95	\$142.76	\$88.88	\$76.35	\$39.16								
Local Loop - Dedicated - 2-Wire ISDN Monthly Recurring per month - Zone 3		**	UNCVX	1L5ND	\$0.00												
Local Loop - Dedicated - 4-Wire 56 kbps Local Loop - Dedicated - 4-Wire 56 kbps Digital - Monthly Recurring per month - Zone 1		**	UNCVX	UDL56	\$31.10	\$207.01	\$141.38	\$90.70	\$44.18								
Local Loop - Dedicated - 4-Wire 56 kbps Digital - Monthly Recurring per month - Zone 2		**	UNCVX	UDL56	\$40.61	\$207.01	\$141.38	\$90.70	\$44.18								
Local Loop - Dedicated - 4-Wire 56 kbps Digital - Monthly Recurring per month - Zone 3		**	UNCVX	UDL56	\$53.11	\$207.01	\$141.38	\$90.70	\$44.18								

Unbundled Network Elements
TENNESSEE

Exhibit 1-TN
Attachment 2
Exhibit C

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Docket 97-01262	BCS	USOC	RATES				OSS RATES						
					Rec	Nonrecurring		Svc Order Submitted ELEC per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l		
						First	Add'l								
														First	Add'l
4-Wire 56 kbps Digital Grade Loop per mile		**	UNCVX	1LSND	\$0.00										
Local Loop - Dedicated - 4-Wire 64 kbps															
Digital - Monthly Recurring per month - Zone 1		**	UNCVX	UDL64	\$31.10	\$207.01	\$141.38	\$90.70	\$44.18			\$20.35	\$10.54	\$13.32	
Local Loop - Dedicated - 4-Wire 64 kbps															
Digital - Monthly Recurring per month - Zone 2		**	UNCVX	UDL64	\$40.81	\$207.01	\$141.38	\$90.70	\$44.18			\$20.35	\$10.54	\$13.32	
Local Loop - Dedicated - 4-Wire 64 kbps															
Digital - Monthly Recurring per month - Zone 3		**	UNCVX	UDL64	\$53.11	\$207.01	\$141.38	\$90.70	\$44.18			\$20.35	\$10.54	\$13.32	
4-Wire 64 kbps Digital Grade Loop per mile		**	UNCVX	1LSND	\$0.00										
Local Loop - Dedicated - DS1															
Local Loop - Dedicated - DS1 - Monthly															
Recurring per month - Zone 1		**	UNC1X	USLXX	\$57.73	\$313.08	\$219.72	\$96.86	\$40.45			\$18.98	\$8.43	\$11.95	
Local Loop - Dedicated - DS1 - Monthly															
Recurring per month - Zone 2		**	UNC1X	USLXX	\$75.40	\$313.08	\$219.72	\$96.86	\$40.45			\$18.98	\$8.43	\$11.95	
Local Loop - Dedicated - DS1 - Monthly															
Recurring per month - Zone 3		**	UNC1X	USLXX	\$98.59	\$313.08	\$219.72	\$96.86	\$40.45			\$18.98	\$8.43	\$11.95	
Local Loop - Dedicated - DS1 - Monthly															
Recurring per mile per month		**	UNC1X	1LSND	\$0.00										
DS1 Channelization															
DS1 to DS0 Channel System per month		**	UNC1X	MO1	\$80.77	\$141.87	\$77.11	\$14.51	\$13.46			\$20.35	\$9.80	\$11.49	\$1.18
OCU-DP COCI (data) - DS1 to DS0 Channel															
System - per month (2.4-64kbs)		**	UNC1X	1D1DD	\$1.82	\$6.07	\$4.66					\$20.35	\$9.80	\$11.49	\$1.18
2-wire (SDN COCI (BRITE)) - DS1 to DS0															
Channel System - per month		**	UNC1X	UC1CA	\$3.10	\$6.07	\$4.66					\$20.35	\$9.80	\$11.49	\$1.18
Voice Grade COCI - DS1 to DS0 Channel															
System - per month		**	UNC1X	1D1VG	\$0.91	\$6.07	\$4.66					\$20.35	\$9.80	\$11.49	\$1.18
MULTIPLEXERS															
DS3 to DS1 Channel System per month		**	UNC3X	MO3	\$222.98	\$308.03	\$108.47	\$44.47	\$42.62			\$20.35	\$9.80	\$11.49	\$1.18
STS1 to DS1 Channel System per month		**	UNC3X	MO3	\$222.98	\$308.03	\$108.47	\$44.47	\$42.62			\$20.35	\$9.80	\$11.49	\$1.18
DS3 Interface Unit (DS1 COCI) used with															
Loop per month		**	UNC1X	UC1D1	\$17.58	\$6.07	\$4.66					\$20.35	\$9.80	\$11.49	\$1.18
* Rates for these elements, products or services were not ordered by the TRA in Docket No. 97-01262. However, such elements, products or services are necessary for the provision of other elements, products or services for which permanent rates were ordered.															
** Rates for these elements, products or services are related to a combination(s) ordered by the TRA in Docket No. 97-01262.															

* Rates for these elements, products or services were not ordered by the TRA in Docket No. 97-01262. However, such elements, products or services are necessary for the provision of other elements, products or services for which permanent rates were ordered.

** Rates for these elements, products or services are related to a combination(s) ordered by the TRA in Docket No. 97-01262.

LOCAL INTERCONNECTION
Tennessee

EXHIBIT 1-TN
Attachment 3
Exhibit A

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 87-01262	Not in TRA Docket 87- 01262	Zone	BCS	USOC	RATES				OSS RATES									
						Rec	Nonrecurring		Svc Order Submitted Manually per L&R	Svc Order Submitted Manually per L&R	Incremental Charge - Manual Svc Order vs. Electronic-Add1 Electronic-Add1 1st	Incremental Charge - Manual Svc Order vs. Electronic-Add1 Electronic-Add1 1st	Incremental Charge - Manual Svc Order vs. Electronic-Dis Add1	Incremental Charge - Manual Svc Order vs. Electronic-Dis Add1					
							First	Add1											
															First	Add1			
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																			
END OFFICE SWITCHING																			
End Office Switching Function, Per MOU																			
TANDEM SWITCHING																			
Tandem Switching Function Per MOU																			
LOCAL INTERCONNECTION (TRANSPORT)																			
COMMON TRANSPORT (Shared)																			
Common Transport - Per Mile, Per MOU																			
Common Transport - Facilities Termination Per MOU																			
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																			
Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month																			
Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month																			
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 Kbps																			
Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month																			
Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month																			
Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month																			
Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month																			
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																			
Interoffice Channel - Dedicated Transport - DS1 - per mile per month																			
Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month																			
LOCAL CHANNEL - DEDICATED TRANSPORT																			
Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 1																			
Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 2																			
Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 3																			
Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 1																			
Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 2																			
Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 3																			
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Local Channel - Dedicated - DS1 per month - Zone 1																			

**LOCAL INTERCONNECTION
Tennessee**

Exhibit 1-TM
Attachment 3
Exhibit A

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET #7-01262	Not in TRA Docket #7- 01262	Zone	BCS	USOC	RATES				OSS RATES					
						Rec	Nonrecurring First	Advt	Discontin-	Sec Order Submitted Manually per LBR	Sec Order Submitted Manually per LBR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l
Local Channel - Dedicated - DS1 per month - Zone 2	Local Channel - Dedicated - Dedicated DS1 [shown here deaveraged]		2	ULDD1	TEFHG	\$47.33	\$277.35	\$233.26	\$33.18	\$22.30		\$45.68	\$1.76	\$21.75	\$1.76
Local Channel - Dedicated - DS1 per month - Zone 3	Local Channel - Dedicated - Dedicated DS1 [shown here deaveraged]		3	ULDD1	TEFHG	\$61.89	\$277.35	\$233.26	\$33.18	\$22.30		\$45.68	\$1.76	\$21.75	\$1.76
MULTIPLEXERS															
Channelization - DS1 to DS0 Channel System OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)	Channelization - Channel System DS1 to DS0 Interface Unit - Interface DS1 to DS0 - OCU - DP Card			UXTD1	SATC1	\$90.77	\$141.87	\$77.11	\$14.51	\$13.46		\$20.35	\$9.80	\$11.49	\$1.18
2-wire TSON COCI (BRITTE) - DS1 to DS0 Channel System - per month	Interface Unit - Interface DS1 to DS0 - Brille Card			UDL	SATSA	\$1.82	\$6.07	\$4.66				\$20.35	\$9.80	\$11.49	\$1.18
Voice Grade COCI - DS1 to DS0 Channel System - per month	Interface Unit - Interface DS1 to DS0 - Voice Grade Card			UEA	SATSA	\$91	\$6.07	\$4.66				\$20.35	\$9.80	\$11.49	\$1.18
DS3 to DS1 Channel System per month	Channelization - Channel System DS3 to DS1			UXTD3	SATCS	\$222.98	\$308.03	\$108.47	\$44.47	\$42.62		\$20.35	\$9.80	\$11.49	\$1.18
DS3 Interface Unit (DS1 COCI) per month	Interface Unit - Interface DS3 to DS1			USL	SATCO	\$17.58	\$6.07	\$4.66				\$20.35	\$9.80	\$11.49	\$1.18

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET #7-01262	Not in TRA Docket #7- 01262	Zone	BCS	USOC	RATES				OSS RATES						
							Rec	Nonrecurring First	Add'l	Disconnect 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 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
																	</

2-WIRE ANALOG VOICE GRADE LOOP
4-WIRE ANALOG VOICE GRADE LOOP
2-WIRE ISDN DIGITAL GRADE LOOP
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP
4-WIRE DS1 DIGITAL LOOP
4-WIRE 56 OR 64 KBPS DIGITAL GRADE LOOP
SUB-LOOP DISTRIBUTION
SUB-LOOP FEEDER
NETWORK INTERFACE DEVICE (NID)
UNBUNDLED LOOP CONCENTRATION
UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)
UNBUNDLED LOCAL SWITCHING, PORT USAGE
COMMON TRANSPORT (SHARED)
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE
INTEROFFICE CHANNEL - DEDICATED TRANSPORT- 56/64 KBPS
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1
LOCAL CHANNEL - DEDICATED TRANSPORT
MULTIPLEXERS
DARK FIBER
8XX ACCESS TEN DIGIT SCREENING
LINE INFORMATION DATA BASE ACCESS (LIDB)
SIGNALING (CCS7)
SELECTIVE ROUTING
AIN - BELL SOUTH AIN SMS ACCESS SERVICE
AIN - BELL SOUTH AIN TOOLKIT SERVICE
OPTIONAL DAILY USAGE FILE (ODUF)
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)
4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)
4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)
4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)
2-WIRE VOICE GRADE DEDICATED EXTENDED LOCAL CHANNEL WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)
4-WIRE VOICE GRADE DEDICATED EXTENDED LOCAL CHANNEL WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)

**INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
NEWSOUTH COMMUNICATIONS CORP.**

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and NewSouth Communications, Corp., (“NewSouth”) a Delaware 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 NewSouth or both as a “Party” or “Parties.”

WITNESSETH

WHEREAS, BellSouth is an Incumbent Local Exchange Telecommunications Company (ILEC) authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, NewSouth is or seeks to become a Competitive Local Exchange Telecommunications Company (“CLEC”) authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

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

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

1. Purpose

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

2. Term of the Agreement

- 2.1 The term of this Agreement shall be two years, beginning on the Effective Date and shall apply to the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 2.2 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The

Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.4 below.

- 2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.
- 2.4 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 2.3 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to NewSouth pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to NewSouth pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.

3. **Ordering Procedures**

- 3.1 NewSouth shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.
- 3.2 The Parties agree to adhere to the BellSouth Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate for the services ordered.
- 3.3 NewSouth shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachment 2, 3, 5 and 7 as applicable.

4. Parity

When NewSouth purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to NewSouth shall be at least equal in quality to that which BellSouth provides to itself. The quality of the interconnection between the networks of BellSouth and the network of NewSouth shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by NewSouth.

5. White Pages Listings

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

- 5.1 Listings. NewSouth shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include NewSouth residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between NewSouth and BellSouth subscribers.
- 5.2 Rates. BellSouth and NewSouth will provide to each other subscriber primary listing information in the White Pages for a non-recurring charge.
- 5.3 Procedures for Submitting NewSouth Subscriber Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings.

- 5.3.1 Notwithstanding any provision(s) to the contrary, NewSouth agrees to provide to BellSouth, and BellSouth agrees to accept, NewSouth's Subscriber Listing Information (SLI) relating to NewSouth's customers in the geographic area(s) covered by this Interconnection Agreement. NewSouth authorizes BellSouth to release all such NewSouth SLI provided to BellSouth by NewSouth to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.
- 5.3.2 No compensation shall be paid to NewSouth for BellSouth's receipt of NewSouth SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of NewSouth's SLI, or costs on an ongoing basis to administer the release of NewSouth SLI, NewSouth shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
- 5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by NewSouth under this Agreement. NewSouth shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate NewSouth listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to NewSouth any complaints received by BellSouth relating to the accuracy or quality of NewSouth 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. NewSouth will be required to provide to BellSouth the names, addresses and telephone numbers of all NewSouth customers that wish to be omitted from directories.
- 5.5 Inclusion of NewSouth Customers in Directory Assistance Database. BellSouth will include and maintain NewSouth subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and NewSouth shall provide such Directory Assistance listings at no recurring charge. BellSouth and NewSouth will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.

- 5.6 Listing Information Confidentiality. BellSouth will accord NewSouth's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to NewSouth's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.
- 5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to NewSouth subscribers at no charge or as specified in a separate BAPCO agreement.
6. **Bona Fide Request/New Business Request Process for Further Unbundling**
- If NewSouth is a facilities based provider or a facilities based and resale provider, this section shall apply. BellSouth shall, upon request of NewSouth, provide to NewSouth access to its network elements at any technically feasible point for the provision of NewSouth's telecommunications service where such access is necessary and failure to provide access would impair the ability of NewSouth to provide services that it seeks to offer. Any request by NewSouth for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 12 of this Agreement
7. **Court Ordered Requests for Call Detail Records and Other Subscriber Information**
- 7.1 To the extent technically feasible, BellSouth maintains call detail records for NewSouth end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for NewSouth end users for the same length of time it maintains such information for its own end users.
- 7.2 NewSouth agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to NewSouth end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.
- 7.3 Where BellSouth is providing to NewSouth telecommunications services for resale or providing to NewSouth the local switching function, then NewSouth agrees that in those cases where NewSouth receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to NewSouth end users, if

NewSouth does not have the requested information, NewSouth will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Where the request has been forwarded to BellSouth, billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

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

8. **Liability and Indemnification**

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

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

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

- 8.4 Limitation of Liability.

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

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

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

- 8.4.3 Neither BellSouth nor NewSouth shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.
- 8.4.4 Except in cases of gross negligence, willful or intentional misconduct, under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 8.5 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.
- 8.6 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
9. **Intellectual Property Rights and Indemnification**
- 9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. NewSouth is strictly prohibited from any use, including but not limited to in sales, in marketing or

advertising of telecommunications services, of any BellSouth name, service mark or trademark.

- 9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.
- 9.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:
- 9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 9.4.2 obtain a license sufficient to allow such use to continue.
- 9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the

affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

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

10. Proprietary and Confidential Information

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

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

- 10.3 Ownership, Copying & Return of Information. Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or

extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.

- 10.4 Exceptions. Discloser's Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by the Discloser, without an obligation to keep confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
- 10.5 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.
- 10.6 Survival of Confidentiality Obligations. The parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

11. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void, and such consent shall not be unreasonably withheld. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

12. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. 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 limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

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

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

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

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

- 13.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 13.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 13.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 13.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

- 13.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 13.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 13.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 13.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional

information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

14. Force Majeure

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

15. Network Maintenance and Management

- 15.1 The Parties shall work cooperatively to implement this Agreement. The Parties shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) as reasonably required to implement and perform this Agreement.
- 15.2 Each Party hereto shall design, maintain and operate their respective networks as necessary to ensure that the other Party hereto receives service quality which is consistent with generally accepted industry standards at least at parity with the network service quality given to itself, its Affiliates, its End Users or any other Telecommunications Carrier.
- 15.3 Neither Party shall use any service or facility provided under this Agreement in a manner that impairs the quality of service to other Telecommunications Carriers' or to either Party's End Users. Each Party will provide the other Party notice of any such impairment at the earliest practicable time.
- 15.4 BellSouth agrees to provide NewSouth prior notice consistent with applicable FCC rules and the Act of changes in the information necessary for the transmission and routing of services using BellSouth's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit BellSouth's ability to

upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with BellSouth's obligations to NewSouth under the terms of this Agreement.

16. Modification of Agreement

16.1 BellSouth shall make available, pursuant to 47 USC § 252(i), and the FCC rules and regulations and Court Orders regarding such availability, to NewSouth any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252 (e).

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

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

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

16.5 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of NewSouth or BellSouth to perform any material terms of this Agreement, NewSouth or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 12.

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

17. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the

provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

18. Governing Law

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

19. 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.

20. Notices

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

BellSouth Telecommunications, Inc.

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

and

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

NewSouth Communications, Corp.

Senior Vice President
of Network Planning & Provisioning
NewSouth Center
Two N. Main Street
Greenville, SC 29601

and

Vice President of Regulatory Affairs
NewSouth Center
Two N. Main Street
Greenville, SC 29601

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

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

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

21. Rule of Construction

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

22. Headings of No Force or Effect

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

23. Multiple Counterparts

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

24. Implementation of Agreement

If NewSouth is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

25. Filing of Agreement

25.1 Provided that NewSouth is certified as a CLEC in all applicable states, upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, NewSouth shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by NewSouth.

25.2 For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by NewSouth prior to execution of the Agreement. The CLEC Louisiana Certification Number for NewSouth is TSP00231.

26. Changes In Subscriber Carrier Selection

26.1 Both Parties hereto shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for End User selection of a primary Local Exchange Carrier. BellSouth shall not require a disconnect order from an NewSouth Customer or another LEC in order to process an NewSouth order for Resale Service for an NewSouth End User. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a primary Local Exchange Carrier, unless already done so, NewSouth shall deliver to BellSouth a Blanket Representation of Authorization that applies to all orders submitted by NewSouth under this Agreement that require a primary Local Exchange Carrier change. Both Parties hereto shall retain on file all applicable documentation of authorization, including letters of authorization, relating to their End User's selection as its primary Local Exchange Carrier, which documentation shall be available for inspection by the other Party hereto upon reasonable request during normal business hours.

26.2 If an End User denies authorizing a change in his or her primary Local Exchange Carrier selection to a different local exchange carrier ("Unauthorized Switching"), the Party receiving the End User complaint shall switch or caused to be switched that End User back to his preferred carrier in accordance with Applicable Law.

27. Additional Fair Competition Requirements

- 27.1 In the event that either Party transfers facilities or other assets to an Affiliate which are necessary to comply with its obligations under this Agreement, the obligations hereunder shall survive and transfer to such Affiliate.
- 27.2 BellSouth shall allow local exchange customers of NewSouth to select BellSouth for the provision of intraLATA toll services on a nondiscriminatory basis; provided, however, that prior to establishment of BellSouth as the intraLATA toll carrier for NewSouth local exchange customers, the Parties shall negotiate a billing and collections agreement on commercially reasonable terms whereby NewSouth shall bill the customer on BellSouth's behalf and shall collect from the customer and remit to BellSouth intraLATA toll revenues. NewSouth agrees to bill its customers on BellSouth's behalf for both presubscribed and "dial around" intraLATA toll traffic. The Parties shall exchange customer record data on a timely basis as necessary to bill such customers for intraLATA toll usage.
- 27.3 BellSouth shall not use information derived from providing services or facilities to NewSouth to create a lead or other information base for a "winback" sales program.

28. Operational Support Systems (OSS) Rates

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

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

or such other mechanical systems BellSouth may support for LSRs

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	<u>Electronic</u> 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	SOME C	SOMAN

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

28.1 Denial/Restoral OSS Charge

In the event NewSouth 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.

28.2 Cancellation OSS Charge

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

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

28.3 Threshold Billing Plan (Resale and Number Portability only)

The Parties agree that NewSouth 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 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.

28.4 Network Elements and Other Services Manual Additives

The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Attachment 2 of this agreement.

29. Entire Agreement

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

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

Network Elements and Other Services
Local Interconnection
Resale
Collocation

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


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

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

BellSouth Telecommunications, Inc.

NewSouth Communications, Corp.


Signature


Signature

Greg Follensbee
Name

Jake E. Jennings
Name

Senior Director
Title

Vice President of Regulatory Affairs
Title

5/18/01
Date

5/18/01
Date

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

BellSouth Telecommunications, Inc.



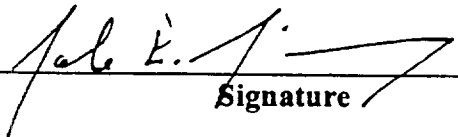
Signature

Greg Follensbee
Name

Senior Director
Title

5/18/01
Date

NewSouth Communications, Corp.



Signature

Jake E. Jennings
Name

Vice President of Regulatory Affairs
Title

5/18/01
Date

Definitions

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

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

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

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

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

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

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

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

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

Local Traffic is defined in Attachment 3.

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

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

Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in Attachment 2 of this Agreement.

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

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

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

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

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

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

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between NewSouth designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

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

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

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

Attachment 1

Resale

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RESALE

1. Discount Rates

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

2. Definition of Terms

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the telecommunications services.
- 2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- 2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as NewSouth subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public
- 2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which a CLEC, such as NewSouth, may offer resold local exchange telecommunications service.

3. General Provisions

- 3.1 NewSouth may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- 3.2 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available telecommunications services for resale at the discount rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.
- 3.3 NewSouth may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
 - 3.3.1 NewSouth must resell services to other end users.
 - 3.3.2 NewSouth must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.
 - 3.3.3 NewSouth cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.
- 3.4 The provision of services by BellSouth to NewSouth does not constitute a joint undertaking for the furnishing of any service.
- 3.5 NewSouth will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from NewSouth for said services.

- 3.6 NewSouth will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.
- 3.7 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.
- 3.8 BellSouth maintains the right to serve directly any end user within the service area of NewSouth. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of NewSouth.
- 3.9 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.10 Current telephone numbers may normally be retained by the end user and are assigned to the service furnished. However, neither Party nor the end user has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.11 For the purpose of the resale of BellSouth's telecommunications services by NewSouth, BellSouth will provide NewSouth with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of forty-five (45) days. NewSouth acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that NewSouth cancel its reservations of numbers. Any such request shall be made at parity and in a non-discriminatory manner. NewSouth shall comply with such request.
- 3.12 Further, upon NewSouth's request, and for the purpose of the resale of BellSouth's telecommunications services by NewSouth, BellSouth will reserve up to 100 telephone numbers per CLLIC, for NewSouth's sole use. Such telephone number reservations shall be valid for forty-five (45) days from the reservation date. NewSouth acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a forty-five (45) day period a sufficient quantity of NewSouth's reasonable need in that particular CLLIC.

- 3.13 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.14 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.15 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.16 BellSouth accepts no responsibility to any person for any unlawful act committed by NewSouth or its end users as part of providing service to NewSouth for purposes of resale or otherwise.
- 3.17 BellSouth will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BellSouth's end users, pursuant to Section 7 of the General Terms and Conditions
- 3.18 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
 - 3.18.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service; or
 - 3.18.2 Cause damage to BellSouth's plant;
 - 3.18.3 Impair the privacy of any communications; or
 - 3.18.4 Create hazards to any BellSouth employees or the public.
- 3.19 Facilities and/or equipment utilized by BellSouth to provide service to NewSouth remain the property of BellSouth.
- 3.20 White page directory listings will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.21 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS), the Telecommunications Access Gateway (TAG), and RoboTAG. Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, NewSouth shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, upon request by BellSouth, NewSouth shall provide paper copies of customer record information within a reasonable period of time. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and

RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that NewSouth 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.

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

3.23 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 ("MWT") stutter dialtone and message waiting light feature capabilities
- Call Forward on Busy ("CF/B")
- Call Forward Don't Answer ("CF/DA")

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

3.23.1 BellSouth shall provide branding for, or shall unbrand, voice mail services to NewSouth per the Bona Fide Request/New Business Request process as set forth in Attachment 12 of this Agreement.

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

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

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

- 3.27 BellSouth shall provide 911/E911 for NewSouth customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate NewSouth 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 NewSouth customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.28 Pursuant to 47 CFR Section 51.617, BellSouth will bill NewSouth end users common line charges identical to the end user common line charges BellSouth bills its end users.
- 3.29 CSAs shall be available for resale at the wholesale discount set forth in Exhibit A of this Attachment; provided, however, that in the event the Commission establishes a specific discount for CSAs such discount shall apply thereafter. NewSouth may resell a CSA to the end user for whom the CSA was constructed or to end users similarly situated to the specific end user for whom the CSA was constructed. Customers shall be deemed to be similarly situated when the quantity of use; time of use; manner of service; and costs of rendering the service are the same. In cases where NewSouth resells an existing CSA, no termination or rollover charges shall apply to the assignment of the CSA to NewSouth provided that NewSouth assumes the obligations set forth within the CSA. Notwithstanding the foregoing, BellSouth may impose a single service order charge (not to exceed the level of tariffed service order charges for comparable services) to recover the cost of changing the billing name on the account.
- 3.30 BellSouth shall notify NewSouth in advance of long term promotions (offered for longer than ninety (90) days) by posting a notice on its website.
- 3.31 New Resale Services; Changes in Provision of Resale Services. BellSouth shall use best efforts to provide NewSouth forty-five (45) days advance notice via Internet posting of changes to the prices, terms or conditions of services available for Resale. To the extent that revisions occur between the time BellSouth notifies NewSouth of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will notify NewSouth of such revisions consistent with its internal notification process; provided that, NewSouth shall not utilize any notice given under this subsection to market resold offerings of that service in advance of BellSouth. In addition, upon request BellSouth shall furnish NewSouth with copies of publicly available service descriptions regarding the Resale Services. Notwithstanding the foregoing, NewSouth shall not utilize any such BellSouth service descriptions as part of its own sales or marketing efforts.

4. BellSouth's Provision of Services to NewSouth

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

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

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

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

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

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

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

5. Maintenance of Services

5.1 NewSouth will adopt and adhere to the standards contained in the applicable reasonable and non-discriminatory CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

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

- 5.3 NewSouth or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
- 5.4 NewSouth accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.5 NewSouth will be BellSouth's single point of contact for all repair calls on behalf of NewSouth's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- 5.6 NewSouth will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.7 For all repair requests, NewSouth accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.8 BellSouth will bill NewSouth for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.9 BellSouth reserves the right to contact NewSouth'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, NewSouth will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for NewSouth's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.
- 6.2 Service orders will be in a standard format designated by BellSouth.
- 6.3 When notification is received from NewSouth that a current end user of BellSouth will subscribe to NewSouth's service, standard service order intervals for the appropriate class of service will apply.

- 6.4 BellSouth will not require end user confirmation prior to establishing service for NewSouth's end user customer. NewSouth must, however, be able to demonstrate end user authorization upon request.
- 6.5 NewSouth will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from NewSouth to BellSouth or will accept a request from another CLEC for conversion of the end user's service from NewSouth to the other LEC. BellSouth will notify in writing NewSouth within five (5) business days that such a request has been processed.
- 6.6 If BellSouth determines that an unauthorized change in local service to NewSouth has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess NewSouth as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to NewSouth. These charges can be adjusted if NewSouth provides satisfactory proof of authorization.
- 6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
- 6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
- 6.7.3 Such security deposit may not exceed two months' estimated billing.
- 6.7.4 The fact that a security deposit has been made in no way relieves NewSouth from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.
- 6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its reasonable and non-discriminatory judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

- 6.7.6 In the event that NewSouth defaults on its account, service to NewSouth will be terminated and any security deposits held will be applied to its account.
- 6.7.7 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.
- 6.8 Orders to switch services "as is" shall be treated as a change of service and shall not be treated as a disconnection and subsequent reconnection of service.

7. Payment And Billing Arrangements

- 7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for NewSouth. NewSouth 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 NewSouth on a current basis all applicable charges and credits.
- 7.3 Payment of all charges will be the responsibility of NewSouth. NewSouth shall make payment to BellSouth for all services provided. BellSouth is not responsible for payments not received by NewSouth from NewSouth's end user. BellSouth will not become involved in billing disputes that may arise between NewSouth 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 NewSouth's accounts.
- 7.5 BellSouth will bill NewSouth in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill NewSouth, and NewSouth will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.
- 7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such

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

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

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 NewSouth, the total amount billed to NewSouth will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. NewSouth will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to NewSouth's end user.
- 7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff. NewSouth will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.
- 7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to NewSouth.
- 7.10 BellSouth will not perform billing and collection services for NewSouth 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 NewSouth and NewSouth's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, NewSouth shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with NewSouth to resolve the matter in as timely a manner as possible. NewSouth may be required to submit documentation to substantiate the claim.
- 8. Discontinuance of Service**
- 8.1 The procedures for discontinuing service to an end user are as follows:
- 8.1.1 Where possible, BellSouth will deny service to NewSouth's end user on behalf of, and at the request of, NewSouth. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of NewSouth.
- 8.1.2 At the request of NewSouth, BellSouth will disconnect a NewSouth end user customer.

- 8.1.3 All requests by NewSouth for denial or disconnection of an end user for nonpayment must be in writing.
- 8.1.4 NewSouth 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 NewSouth when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by NewSouth and/or the end user against any claim, loss or damage arising from providing this information to NewSouth. It is the responsibility of NewSouth to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.
- 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.
- 8.2 The procedures for discontinuing service to NewSouth 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 NewSouth of the rules and regulations of BellSouth's Tariffs. BellSouth shall provide notice and an opportunity to cure, not to exceed five business days.
 - 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 NewSouth, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by NewSouth to receive notices of noncompliance, and discontinue the provision of existing services to NewSouth at any time thereafter.
 - 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
 - 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and NewSouth's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to NewSouth without further notice.

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

10. RAO Hosting

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

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

11. Optional Daily Usage File (ODUF)

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

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

12. Enhanced Optional Daily Usage File (EODUF)

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

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

EXHIBIT A
Page 1

APPLICABLE DISCOUNTS

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

DISCOUNT*

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

- * When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- ** In Tennessee, if a CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.
- *** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

Exclusions and Limitations On Services Available for Resale

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

Exclusions and Limitations On Services Available for Resale

Applicable

Notes:

Grandfathered services can be resold only to existing subscribers of the grandfathered service.

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.

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)

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.

Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

AdWatchSM Service is tariffed as BellSouth[®] AIN Virtual Number Call Detail Service.

In Louisiana 911/E911 services are not available to be resold. NewSouth's customers, however, will be able to contact the appropriate 911/E911 service provider when service is provided on a resold basis.

N11 services are not available to be resold, however, NewSouth's customers will be able to make calls to N11 providers.

**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 NewSouth and pursuant to which BellSouth, its LIDB customers and NewSouth shall have access to such information. NewSouth 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 NewSouth, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
1. Billed Number Screening
 2. Calling Card Validation
 3. Fraud Control
- C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify NewSouth of fraud alerts so that NewSouth may take action it deems appropriate. NewSouth understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by NewSouth pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to NewSouth 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.

NewSouth understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. NewSouth 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, NewSouth 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 NewSouth'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

NewSouth's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) NewSouth agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for NewSouth's end user accounts which are resident in LIDB pursuant to this Agreement. NewSouth authorizes BellSouth to place such charges on NewSouth's bill from BellSouth and agrees that it shall pay all such charges. Charges for which NewSouth 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) NewSouth shall have the responsibility to render a billing statement to its end users for these charges, but NewSouth's obligation to pay BellSouth for the charges billed shall be independent of whether NewSouth is able or not to collect from NewSouth's end users.
- (d) BellSouth shall not become involved in any disputes between NewSouth and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to NewSouth. It shall be the responsibility of NewSouth and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

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

III. FEES FOR SERVICE AND TAXES

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

IV. INDEMNIFICATION

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

V. LIMITATION OF LIABILITY

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

VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.
- C. NewSouth agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and NewSouth further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.

- D. This Agreement constitutes the entire Agreement between NewSouth and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

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

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

I. GENERAL

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

II. DEFINITIONS

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the NewSouth.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by the NewSouth.

III. RESPONSIBILITIES OF PARTIES

- A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The NewSouth 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 NewSouth. BellSouth will not issue line-based calling cards in the name of NewSouth's individual end users. In the event that NewSouth wants to include calling card numbers assigned by the NewSouth in the BellSouth LIDB, a separate agreement is required.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
 - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
 - 2. Determine whether the NewSouth has identified the billing number as one which should not be billed for collect or third number calls, or both.

RAO Hosting

1. RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to NewSouth by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
2. NewSouth shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
3. Applicable compensation amounts will be billed by BellSouth to NewSouth on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
4. NewSouth must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from NewSouth 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 NewSouth and will coordinate all associated conversion activities.
5. BellSouth will receive messages from NewSouth that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
6. BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from NewSouth.
7. All data received from NewSouth that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
8. All data received from NewSouth that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the

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

9. BellSouth will receive messages from the CMDS network that are destined to be processed by NewSouth and will forward them to NewSouth on a daily basis.
10. Transmission of message data between BellSouth and NewSouth will be via CONNECT:Direct.
11. All messages and related data exchanged between BellSouth and NewSouth will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
12. NewSouth will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
13. Should it become necessary for NewSouth to send data to BellSouth more than sixty (60) days past the message date(s), NewSouth will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and NewSouth to notify all affected Parties.
14. In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or NewSouth) identified and agreed to, the company responsible for creating the data (BellSouth or NewSouth) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
15. Should an error be detected by the EMI format edits performed by BellSouth on data received from NewSouth, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify NewSouth of the error condition.

NewSouth 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, NewSouth will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

16. In association with message distribution service, BellSouth will provide NewSouth with associated intercompany settlements reports (CATS and NICS) as appropriate.
17. In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
18. RAO Compensation
 - 18.1 Rates for message distribution service provided by BellSouth for NewSouth are as set forth in Exhibit A to this Attachment.
 - 18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .
 - 18.3 Data circuits (private line or dial-up) will be required between BellSouth and NewSouth for the purpose of data transmission. Where a dedicated line is required, NewSouth will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. NewSouth 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 NewSouth. Additionally, all message toll charges associated with the use of the dial circuit by NewSouth will be the responsibility of NewSouth. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
 - 18.4 All equipment, including modems and software, that is required on the NewSouth end for the purpose of data transmission will be the responsibility of NewSouth.
19. Intercompany Settlements Messages
 - 19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by NewSouth 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 NewSouth and the involved company(ies), unless that company is participating in NICS.

- 19.2 Both traffic that originates outside the BellSouth region by NewSouth and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by NewSouth, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by NewSouth, involves a company other than NewSouth, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 19.3 Once NewSouth is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of NewSouth. BellSouth will distribute copies of these reports to NewSouth on a monthly basis.
- 19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of NewSouth. BellSouth will distribute copies of these reports to NewSouth on a monthly basis.
- 19.6 BellSouth will collect the revenue earned by NewSouth 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 NewSouth. BellSouth will remit the revenue billed by NewSouth 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 NewSouth. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to NewSouth via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 19.7 BellSouth will collect the revenue earned by NewSouth 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 NewSouth. BellSouth will remit the revenue billed by NewSouth 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 NewSouth via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

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

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Optional Daily Usage File

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

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

4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
5. Messages that error in NewSouth's billing system will be the responsibility of NewSouth. If, however, NewSouth should encounter significant volumes of errored messages that prevent processing by NewSouth 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 NewSouth:

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

- Information Service Provider Messages
 - Operator Services Messages
 - Operator Services Message Attempted Calls (UNE only)
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service
- 6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to NewSouth.
- 6.1.4. In the event that NewSouth detects a duplicate on Optional Daily Usage File they receive from BellSouth, NewSouth will drop the duplicate message (NewSouth will not return the duplicate to BellSouth).
- 6.2 Physical File Characteristics
- 6.2.1 The Optional Daily Usage File will be distributed to NewSouth 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 NewSouth for the purpose of data transmission. Where a dedicated line is required, NewSouth will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. NewSouth 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 NewSouth. Additionally, all message toll charges associated with

the use of the dial circuit by NewSouth will be the responsibility of NewSouth. 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 NewSouth end for the purpose of data transmission will be the responsibility of NewSouth.

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

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

6.5 Control Data

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

6.6 Testing

- 6.6.1 Upon request from NewSouth, BellSouth shall send test files to NewSouth 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 NewSouth set up a production (LIVE) file. The live test may consist of NewSouth's employees

making test calls for the types of services NewSouth requests on the Optional Daily Usage File. These test calls are logged by NewSouth, 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 NewSouth, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to NewSouth pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. The NewSouth 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 NewSouths' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of NewSouth will be the responsibility of NewSouth. If, however, NewSouth should encounter significant volumes of errored messages that prevent processing by NewSouth within its systems, BellSouth will work with NewSouth 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 NewSouth:

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

BELLSOUTHNEWSOUTH RATES
ODUFEDOUFCMDS

Attachment 1
 Exhibit G
 Rates - Page 1

DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
ODUF: Record, per message	N/A	\$0.002	\$0.004	\$0.004	\$0.004	\$0.0008611	\$0.000119	\$0.0001179	\$0.00282	\$0.004	
ODUF: Message Processing, per message	N/A	\$0.003	\$0.004	\$0.004	\$0.002357	\$0.0024	\$0.002089	\$0.004	\$0.002344	\$0.004	
ODUF: 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 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	\$56.19	\$54.95	\$54.95	\$55.68	\$47.30	\$54.62	\$54.95	\$54.72	\$54.95	
ODUF: Message Processing, per magnetic tape provisioned	N/A	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.00004	\$0.00004	\$0.001	\$0.0000366	\$0.00003	\$0.0000354	\$0.001	\$0.0000357	\$0.001	
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	
Volume and term arrangements are also available.											

NOTES:
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BaseSourc land or as negotiated by the parties upon request by either party.

NOTES:
 If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable Bellsouth tariff or as negotiated by the parties upon request by either party.

Attachment 2
Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

- 1.1. This Attachment sets forth the unbundled network elements and combinations of unbundled network elements that BellSouth agrees to offer to NewSouth in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment 2. The price for each unbundled network element and combination of unbundled Network Elements are set forth in Exhibit A of this Agreement. As an option, deaveraged rates, where available, are included in Exhibit A.
- 1.2. For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements will be consistent with the requirements of the FCC 319 rule. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."
 - 1.2.1. Except as otherwise permitted 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 NewSouth to offer telecommunications service in the manner NewSouth intends.
 - 1.2.2. Except upon request by NewSouth, BellSouth shall not separate requested network elements that BellSouth currently combines.
- 1.3. BellSouth shall, upon request of NewSouth, and to the extent technically feasible, provide to NewSouth access to its network elements for the provision of NewSouth's telecommunications services. If no rate is identified in the contract, the rate for the specific service or function will be as ordered by the Commission. If the Commission has not ordered a rate then the rates will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.4. NewSouth may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner NewSouth 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 NewSouth for combining to the designated NewSouth collocation space or any other technically feasible point. The network elements shall be provided as set forth in this Attachment.

- 1.5. Subject to applicable and effective FCC Rules and Orders as well as effective State Commission Orders, BellSouth will offer combinations of network elements pursuant to such orders. In addition to the combinations set forth in Sections 4 and 5 BellSouth will provide the following combined network elements for purchase by NewSouth. The rate of the following combined network elements is the sum of the individual element prices as set forth in this Attachment. Except as specified below, Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations:
- SL1 Loop and cross connect
 - SL2 loop and cross connect
 - Port and cross connect
 - Port and cross connect and common (shared) transport
 - Port and vertical features
 - SL2 Loop with loop concentration
 - Port and common (shared) transport
 - SL1 Loop and LNP
 - SL2 Loop and LNP
- 1.6. NewSouth will adopt and adhere to the reasonable and non-discriminatory standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service. Provided, however, nothing herein, shall override the Parties rights or obligations under this agreement.
- 1.7. Standards for Network Elements
- 1.7.1 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.
- 1.7.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.
2. Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops and Dark Fiber
- 2.1 Unbundled Loops

- 2.1.1 Definition
- 2.1.2 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning. The loop shall include the use of all test access functionality, including without limitation, smart jacks, for both voice and data. NewSouth shall be entitled to order all loops set forth in Exhibit C of this Attachment. Unless otherwise requested, all loops will be provisioned with the appropriate Network Interface Device (NID).
- 2.1.3 The provisioning of service to NewSouth will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch, or to other transmission equipment, in collocation space. These cross-connections are a separate element and are not considered a part of the loop.
- 2.1.4 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."
- 2.1.5 "Order Coordination" refers to standard BellSouth service order coordination involving the reuse of facilities where NewSouth is requesting that their loop order be provisioned over an existing circuit that is currently providing service to the end-user. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and NewSouth 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.
- 2.1.5.1 For a coordinated conversion, i.e., stand alone INP, INP or LNP with loop, or stand alone loop where order coordination is provided for in this agreement, BellSouth shall verbally coordinate the disconnect with NewSouth and perform any switch translations so as to limit end user service outage. BellSouth and NewSouth will mutually agree upon a cut-over time 24 to 48 hours prior to the actual conversion. NewSouth may designate the conversion time when the conversion involves a loop with ILNP or LNP by ordering time specific conversion at rates designated in this agreement. For time specific conversions, BellSouth will verify the cut-over time designated by NewSouth 24 to 48 hours in advance to ensure that the conversion is to be completed as ordered. Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph, will commence within 15 minutes of the agreed time. For coordinated conversions, BellSouth's target intervals for service disruption to the end-user is 15 minutes or less for each loop.

- 2.1.6 “Order Coordination – Time Specific” refers to service order coordination in which NewSouth requests a specific time for a service order conversion to take place. BellSouth will make every effort to accommodate NewSouth’s specific conversion time request. However, BellSouth reserves the right to negotiate with NewSouth a conversion time based on load and appointment control when necessary. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. NewSouth may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If NewSouth specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours (as specified in Section 1.2.1 of Attachment 6 to this Agreement), 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.

If NewSouth requests work to be done for any UNE loop that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances

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

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

- 2.1.7 Where facilities are available, BellSouth's targeted installation interval, for up to 5 DS1 Loops on a single order, will be 5 business days. Such interval shall include BellSouth's return of the Firm Order Confirmation. For 6 to 14 DS1 Loops on a single order, BellSouth's targeted installation interval will be 7 business days. Such interval shall include BellSouth's return of the Firm Order Confirmation. For orders of 14 or more DS1 loops, the installation will be handled, in a reasonable and non-discriminatory manner, on a project basis and the intervals will be set by the BellSouth project manager for that order. All other Loops will be provisioned in accordance with the intervals set forth in BellSouth's Products and Services Interval Guide. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by NewSouth, expedite charges will apply for intervals less than 5 days. The charges outlined in Exhibit C, will apply. If NewSouth cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with Attachment 6 of this Agreement.
- 2.1.8 If NewSouth modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be reimbursed by NewSouth.
- 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, and will be non-designed and will not have test points. OC will be offered as a chargeable option on SL1 loops when reuse of existing facilities has been requested by NewSouth. NewSouth 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. If NewSouth requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances. Such overtime charges shall be as set forth in BellSouth's applicable Tariff.

- 2.1.11 SL2 loops are either 2-wire or 4-wire circuits, with test points, with or without conditioning, and will be designed with a design layout record provided to NewSouth. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow NewSouth 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 the time designated by BellSouth during normal work hours.
- 2.1.12 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).
- 2.1.13 As a chargeable option on all loops except UVL-SL1 and UCL, BellSouth will offer Order Coordination - Time Specific (OC-TS), as described in Section 2.1.6 of this Attachment. This will allow NewSouth 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 NewSouth will be responsible for testing and isolating troubles on the loops. Once NewSouth has isolated a trouble to the BellSouth provided loop, NewSouth 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.
- 2.1.15 If NewSouth reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge NewSouth for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.16 If NewSouth reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge NewSouth for any dispatching and testing (outside the CO) required by BellSouth in order to confirm the loop's working status. There will be no charges in the event BellSouth fails to isolate the trouble in the initial dispatch, but isolates the trouble on a subsequent dispatch.
- 2.1.17 In addition to the UVLs and UDLs, BellSouth shall make available an Unbundled Copper Loop (UCL). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft) will be used when a CLEC wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

- 2.1.18 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.
- 2.1.19 The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. NewSouth may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of NewSouth's choosing. NewSouth will determine the type of service that will be provided over the loop.
- 2.1.20 Because the UCL loop is an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, NewSouth agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.
- 2.1.21 The UCL loop shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600, or other industry guidelines.
- 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, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet NewSouth's request.
- 2.1.22.2 NewSouth 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 2.1.3 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services.
- 2.1.22.4 NewSouth 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 NewSouth 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 NewSouth using

the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.

- 2.1.22.5 In those cases where NewSouth 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.
- 2.1.22.9 The loop shall be provided to NewSouth in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.23 Universal Digital Channel (UDC) Loop
 - 2.1.23.1 Due to technical limitations associated with certain DLC systems, some ISDN-capable loops that are provisioned using DLC systems may not support IDSL service. Effective with this agreement, BellSouth will no longer reconfigure its ISDN-capable loop to support IDSL service.
 - 2.1.23.2 Instead, BellSouth agrees to offer the Universal Digital Channel (UDC) loop as a part of their 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.
 - 2.1.23.3 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.
- 2.1.24. Testing
 - 2.1.24.1 BellSouth will perform the appropriate pre-service tests to ensure NewSouth dial tone is delivered to the appropriate connecting point. The timing of the test is based on the overall interval and type of the service being provisioned. Under normal intervals, testing for designed services are normally completed 24 hours in advance of the conversion. For non-designed services, dial tone is verified in time frames consistent with the same time frames that BellSouth uses to activate POTS services for its own end users. In any event, BellSouth will advise NewSouth whenever connectivity cannot be verified with NewSouth and will work cooperatively with NewSouth to correct the problem. BellSouth will advise NewSouth at completion of the conversion or turn up of new services in order for NewSouth to accept, reject or open a maintenance ticket to BellSouth on the services being provisioned. BellSouth will work cooperatively with NewSouth to ensure end user service outage is minimal.

- 2.1.24.2 Where a field visit is required to provision the loop, BellSouth will test the loop ordered by NewSouth to the NID. Testing requested by NewSouth to points beyond the NID will be billed a time and material charge at the same increments BellSouth charges it's own end users. Requests for field-testing where a dispatch is not required may be made by NewSouth and where mutually agreed to, BellSouth will dispatch to perform additional field testing at rates billed on a time and material basis as mentioned in the previous paragraph.
- 2.1.24.3 BellSouth will place a tag on all unbundled loops that require a technician to be dispatched to the end user's premises during the provisioning process. The loop tag will include the CLEC's name and the circuit ID number. Otherwise, the loop will be tagged by BellSouth during the next scheduled maintenance or repair visit to the customer's location for that loop; or the loop may be tagged by the CLEC during their dispatch to that customer's location.
- 2.1.24.4 Cut-over intervals for ILNP, ILNP with loop and LNP with loop will be at parity with the intervals experienced by BellSouth end users, BellSouth itself or any other NewSouth as indicated in the results of the Service Quality Measurements published by BellSouth. In any event, BellSouth will use best efforts to convert each loop within fifteen (15) minutes.
- 2.1.24.5 BellSouth and NewSouth will jointly develop additional processes or procedures as the need arises to improve service delivery during the life of the agreement.
- 2.2 Unbundled Loop Modifications (ULM) / Loop Conditioning**
- 2.2.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by NewSouth, whether or not BellSouth offers advanced services to the End User on that loop.
- 2.2.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, load coils, repeaters, low pass filters, and range extenders.
- 2.2.3 BellSouth shall recover the cost of line conditioning requested by NewSouth through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e).
- 2.3 Integrated Digital Loop Carriers**

- 2.3.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit NewSouth to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide NewSouth with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. NewSouth will then have the option of paying the one-time SC rates to place the loop facilities or NewSouth may choose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.).

2.4 Network Interface Device

2.4.1 Definition

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

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

2.4.3 Access to Network Interface Device (NID)

- 2.4.3.1. Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), NewSouth may access the on-premises wiring by any of the following means: BellSouth shall allow NewSouth 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. NewSouth agrees to install compatible protectors and test jacks and to maintain the protection system and equipment and to indemnify BellSouth pursuant to Section 8 of the General Terms and Conditions of this Agreement.
- 2.4.3.2. Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or
- 2.4.3.3. Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the on-premises wiring through a suitable "punch-out" hole of such NID enclosures; or

- 2.4.3.4. Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., NewSouth, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
- 2.4.3.5. In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors, without state regulatory requirement, without providing prior notice to the other Party, and without appropriately capping off and guarding the other Party's loop. In such cases, it shall be the responsibility of the disconnecting party to properly ground the other party's loop, maintain the NID, and assume full liability for its action and any adverse consequences.
- 2.4.3.6. In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.4.3.7. In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.4.3.8. Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with NewSouth 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 NewSouth's NID, consistent with the NID's function at the Effective Date of this Agreement.
- 2.4.4.3 When NewSouth orders a NID at a particular location, NewSouth will get the NID that is currently located at such location. If NewSouth requires additional work or modification to the NID then BellSouth shall do such additional work or modification to the NID in accordance with Section 2.4.3.
- 2.4.4.4 When NewSouth deploys its own local loops with respect to multiple-line termination devices, NewSouth 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 NewSouth 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 NewSouth at NewSouth's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

2.6 Sub-loop Elements

- 2.6.1 Where facilities permit and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub Loop (USL), Unbundled Subloop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements. BellSouth shall provide non-discriminatory access on a unbundled basis to the subloop, in accordance with 47 C.F.R. 51.311 and section 251(c) (3) of the Act, and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment.
- 2.6.2 Subloop components include but are not limited to the following:
- 2.6.2.1 Unbundled Sub-Loop Distribution;
 - 2.6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and
 - 2.6.2.3 Unbundled Network Terminating Wire; and
 - 2.6.2.4 Unbundled Sub-Loop Feeder.
- 2.6.3 **Unbundled Sub-Loop (distribution facilities)**
- 2.6.3.1 Definition

- 2.6.3.2 Subject to applicable and effective FCC rules and orders, the unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. There are two offerings available for Unbundled Sub-Loops (USL):
- 2.6.3.3 Unbundled Sub-Loop Distribution (USL-D) will include the sub-loop facility from the cross-box in the field up to and including the point of demarcation.
- 2.6.3.4 BellSouth will also provide sub-loop interconnection to the intrabuilding network cable (INC) (riser cable). INC is the distribution facility inside a subscriber's building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-INC (riser cable) will include the facility from the cross-connect device in the building equipment room up to and including the point of demarcation.
- 2.6.4. Requirements for Unbundled Sub-Loop Distribution Facilities
- 2.6.4.1 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services. The Unbundled Sub-Loops will be provided in accordance with technical reference TR73600. However, NewSouth may request such sub-loop be conditioned in accordance with Section 2.2 of this Attachment.
- 2.6.4.2 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In a scenario that involves connection at a BellSouth cross-box located in the field, NewSouth would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide continuity to NewSouth's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. NewSouth's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel on which access to the requested sub-loops will be connected. The CLEC's cable pairs can then be connected to the Unbundled Sub-Loop pairs on this cross-connect panel by the BellSouth technician.
- 2.6.4.3 BellSouth will provide Unbundled Sub-Loops where technically feasible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where NewSouth has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in the next section 2.6.4.4 . If any work must be done to modify existing BellSouth facilities or add new facilities (other than

adding the cross-connect panel in a building equipment room as noted in 2.6.4.4) to accommodate NewSouth's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. NewSouth will then have the option of paying the one-time SC charge to modify the facilities to meet NewSouth's request.

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

2.6.5 Interface Requirements

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

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

- 2.6.6.1 Where facilities permit, BellSouth will provide to NewSouth with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into NewSouth's collocation space. TR-008 and TR303 interface standards are available.
- 2.6.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of NewSouth's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of NewSouth's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.
- 2.6.6.3 In these scenarios NewSouth would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow NewSouth's sub-loops to then be placed on the USLC and transported to their collocation space at a DS1 level.

2.6.7 Unbundled Network Terminating Wire (UNTW)

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

2.6.7.2 Definition

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

2.6.7.3 Requirements

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

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

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

2.6.7.3.4 If NewSouth has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to NewSouth's NTW to provide local exchange service to the end user, then NewSouth agrees to make available the requisite number of its spare pair(s) upon request by BellSouth, at rates, terms and conditions to be negotiated by the Parties.

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

2.6.8 Technical Requirements

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

2.7 Dark Fiber

2.7.1 Definition

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

2.7.2 Requirements

- 2.7.2.1 BellSouth shall make available in a reasonable and non-discriminatory manner, 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 bona fide plans to use the fiber within a two year planning period, there is no requirement to provide said fiber to NewSouth. BellSouth shall provide access to Dark Fiber at any technically feasible point.
- 2.7.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at NewSouth's request subject to time and materials charges.
- 2.7.2.3 NewSouth may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 2.7.2.4 BellSouth shall use its best efforts to provide to NewSouth information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) calendar days for a field based answer, after receiving a request from NewSouth ("Request"). Such request shall not be denied based on the fact that designated locations are not BellSouth end-offices or NewSouth's collocation space. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for NewSouth's use and may not allow any other party to use such media, including BellSouth.
- 2.7.2.5 BellSouth shall use its best efforts to make Dark Fiber available to NewSouth within thirty (30) business days after it receives written confirmation from NewSouth that the Dark Fiber previously deemed available by BellSouth is wanted for use by NewSouth.

This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable NewSouth to connect or splice NewSouth provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

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

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

2.8 Preordering Loop Makeup (LMU)

2.8.1 Description of Service

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

2.8.1.2 BellSouth will provide NewSouth 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 devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; the loop length; and the wire gauge. The LMUSI may be utilized by NewSouth 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 NewSouth and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.

2.8.1.3 BellSouth's LMU information is provided to NewSouth 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.

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

2.8.2 Submitting Loop Makeup Service Inquiries

2.8.2.1 NewSouth 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 NewSouth determines that it needs further loop data information in order to make a determination of loop service capability, NewSouth may initiate a separate manual LMUSI for a separate nonrecurring charge as set forth in Exhibit C hereto.

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

2.8.3 LMUSI Types & Associated Charges

NewSouth may request LMU information by submitting LMUSIs in accordance with the rate elements in Exhibit C. LMU information is available for "working" loops (i.e., those loops that are currently serving a particular end user) and "spare" loops (i.e., those loops that are available to serve a particular end user but are not currently in service). NewSouth may request LMU information for up to three (3) spare facilities per Manual LMUSI and ten (10) spare facilities per Mechanized LMUSI. NewSouth shall submit its loop criteria when placing the LMUSI, and the response shall provide NewSouth with information of each loop (up to the total number of facilities queried) that meet the criteria specified by NewSouth.

2.8.3.1 NewSouth 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.

2.8.3.2 NewSouth may reserve spare facilities for up to four (4) days in connection with a LMUSI. Reservations are not available for working facilities. Reserved facilities for

which NewSouth does not plan to place a UNE local service request (LSR) should be cancelled by NewSouth. Should NewSouth wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).

- 2.8.3.3 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU data is returned to NewSouth for the facility queried. During this holding time and prior to NewSouth's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, if multiple loops meet NewSouth's criteria as specified in the LMUSI and NewSouth does not order all of such loops, NewSouth shall not be entitled to specify which of the loops contained in the query response BellSouth will actually provision to complete NewSouth's order.
- 2.8.3.4 If NewSouth does not submit an LSR for a UNE service order on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.
- 2.8.3.5 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.
- 2.8.4 Ordering of Other UNE Services
 - 2.8.4.1 Whenever NewSouth has reserved a facility through BellSouth's preordering LMU service, should NewSouth seek to place a subsequent UNE LSR on a reserved facility, NewSouth shall provide BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR. NewSouth will be billed the appropriate rate element for the specific type UNE loop ordered by NewSouth as set forth in this Attachment. NewSouth will not be billed any additional Loop Makeup charges for the loop so ordered. Should NewSouth choose to place a UNE LSR having previously submitted a request for *preordering LMU without a reservation*, NewSouth will be billed the appropriate rate element for the specific UNE loop ordered as well as additional Loop Makeup charges as set forth in this Attachment. Rates are provided in the UNE Rate Exhibits for Attachment 2.
 - 2.8.4.2 Where NewSouth submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to NewSouth the facility reserved as indicated on the return of the LMU. Multi-facility reservations per single RESID/FRN as provided with the mechanized LMUSI process are less likely to result in the specific assignment requested by NewSouth. For those occasions when BellSouth's assignment system cannot assign the specific facility reserved by NewSouth during the LMU pre-ordering transaction, BellSouth will assign to NewSouth, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by NewSouth. If the ordered loop type is not available, NewSouth may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

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

3. **Switching**

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

3.1 **Local Switching**

BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 3.1.3 to NewSouth for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to NewSouth for the provision of a telecommunications service only in the limited circumstance described below in Section 3.5.6

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

3.1.2. **Local Circuit Switching Capability, including Tandem Switching Capability**

3.1.2.1 **Definition**

Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) All features, functions, and

capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

- 3.1.2.2 When utilizing BellSouth's local circuit switching capability, local traffic shall be defined as set forth in Attachment 3 of this Agreement.
- 3.1.3 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for NewSouth when NewSouth serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
- 3.1.4 In the event that NewSouth orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office in Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999 that is also located in one of the MSAs listed above in Section 3.1.3, BellSouth shall charge NewSouth the market-based switching rates set forth in Exhibit C or, to the extent a particular rate is not set forth in Exhibit C, the parties shall negotiate such rate for use of the local circuit switching functionality for the affected facilities.
- 3.1.5 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by NewSouth. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.
- 3.1.6 BellSouth will provide to NewSouth 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 NewSouth's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by NewSouth. NewSouth customers may use the same dialing arrangements as BellSouth customers.
- 3.1.7 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.

- 3.1.8 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.
- 3.1.9 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to NewSouth 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. NewSouth customers may use the same dialing arrangements as BellSouth customers, but obtain a NewSouth branded service.
- 3.2 Technical Requirements
- 3.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 3.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.
- 3.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 3.2.1.3 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by NewSouth will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.
- 3.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 3.2.1.5 BellSouth shall activate service for an NewSouth customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to NewSouth's services without loss of switch feature functionality as defined in this Agreement.
- 3.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 3.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

- 3.2.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 3.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.
- 3.2.1.10 Special Services provided by BellSouth will include the following:
 - 3.2.1.10.1 Telephone Service Prioritization;
 - 3.2.1.10.2 Related services for handicapped;
 - 3.2.1.10.3 Soft dial tone where required by law; and
 - 3.2.1.10.4 Any other service required by law.
- 3.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 3.2.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 3.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to NewSouth, upon a reasonable request from NewSouth. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 3.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:
 - 3.2.1.14.1 Basic and primary rate ISDN;
 - 3.2.1.14.2 Residential features;
 - 3.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
 - 3.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
 - 3.2.1.14.5 Advanced intelligent network triggers supporting NewSouth and BellSouth service applications.

- 3.2.2 BellSouth shall offer to NewSouth all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:
 - 3.2.2.1 Off-Hook Immediate
 - 3.2.2.2 Off-Hook Delay
 - 3.2.2.3 Termination Attempt
 - 3.2.2.4 6/10 Public Office Dialing Plan
 - 3.2.2.5 Feature Code Dialing
 - 3.2.2.6 Customer Dialing Plan
- 3.2.3 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to NewSouth:
 - 3.2.3.1 Private EAMF Trunk
 - 3.2.3.2 Shared Interoffice Trunk (EAMF, SS7)
 - 3.2.3.3 N11
 - 3.2.3.4 Automatic Route Selection
 - 3.2.3.5 9XX Blocking
 - 3.2.3.6 Toll Blocking
- 3.2.4 Where capacity exists, BellSouth shall assign each NewSouth customer line the class of service designated by NewSouth (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from NewSouth customers to NewSouth directory assistance operators at NewSouth's option.
- 3.2.5 Where capacity exists, BellSouth shall assign each NewSouth customer line the class of services designated by NewSouth (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from NewSouth customers to NewSouth operators at NewSouth's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an NewSouth Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
- 3.2.6 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.

3.2.7 Interface Requirements

3.2.7.1 BellSouth shall provide the following interfaces to loops:

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

3.2.7.1.2 Coin phone signaling;

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

3.2.7.1.4 Two-wire analog interface to PBX;

3.2.7.1.5 Four-wire analog interface to PBX;

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

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

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

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

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

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

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

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

3.3 **Tandem Switching**

3.3.1 Definition

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

3.3.2 Technical Requirements

- 3.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:
- 3.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
 - 3.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by NewSouth and BellSouth;
 - 3.3.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
 - 3.3.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by NewSouth;
 - 3.3.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
 - 3.3.2.1.5.1 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
 - 3.3.2.1.5.2 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
 - 3.3.2.1.6 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.
 - 3.3.2.1.7 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).
 - 3.3.2.1.8 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
 - 3.3.2.1.9 Tandem Switching shall record billable events and send them to the area billing centers designated by NewSouth. Tandem Switching will provide recording of all billable events as jointly agreed to by NewSouth and BellSouth.
 - 3.3.2.1.10 Upon a reasonable request from NewSouth, 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 NewSouth.

- 3.3.2.1.11 BellSouth shall maintain NewSouth's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 3.3.2.1.12 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 3.3.2.1.13 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by NewSouth and BellSouth.
- 3.3.2.1.14 Tandem Switching shall process originating toll-free traffic received from NewSouth's local switch.
- 3.3.2.1.15 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 3.3.2.2 Interface Requirements
 - 3.3.2.2.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
 - 3.3.2.2.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
 - 3.3.2.2.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
 - 3.3.2.2.4 Tandem Switching shall interconnect with NewSouth's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At NewSouth's request, Tandem Switching shall record and keep records of traffic for billing.
 - 3.3.2.2.5 Tandem Switching shall provide an alternate final routing pattern for NewSouth's traffic overflowing from direct end office high usage trunk groups.
 - 3.3.2.2.6 Tandem Switching shall be equal or better than the requirements for Tandem Switching set forth in the applicable technical references.
- 3.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**

- 3.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of NewSouth. AIN Selective Carrier Routing will provide NewSouth with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.
- 3.4.2 NewSouth shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.
- 3.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
- 3.4.4 Where AIN Selective Carrier Routing is utilized by NewSouth, the routing of NewSouth's end user calls shall be pursuant to information provided by NewSouth and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an "as needed" basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.
- 3.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, NewSouth shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit A of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit A of this Attachment. For each NewSouth end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit A of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. NewSouth shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit A of this Attachment.
- 3.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 coming up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 100% of the Central Offices listed on the original order have been turned up for the service.
- 3.4.7 The non-recurring End Office Establishment Charge will be billed to the client following our normal monthly billing cycle for this type of order.

- 3.4.8 End-User Establishment Orders will not be turned-up until the 2nd payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to the client following our normal monthly billing cycle for this type of order.
- 3.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to the client following the normal billing cycle for per query charges.
- 3.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed according per contracted rates.
- 3.5 **Packet Switching Capability**
 - 3.5.1 Definition
Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to:
 - 3.5.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
 - 3.5.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
 - 3.5.4 The ability to extract data units from the data channels on the loops, and
 - 3.5.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
 - 3.5.6 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
 - 3.5.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
 - 3.5.6.2 There are no spare copper loops capable of supporting the xDSL services NewSouth seeks to offer;
 - 3.5.6.3 BellSouth has not permitted NewSouth to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the NewSouth obtained a virtual collocation

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

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

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

4. Enhanced Extended Link (EEL)

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

4.2 Where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 4.3 below.

4.2.2 Subject to Section 4.2.3 below, BellSouth will provide access to the EEL in the combinations set forth in 4.3 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to NewSouth's POP serving wire center. The circuit must be used for the purpose of provisioning telecommunications services, including telephone exchange service, to NewSouth's end-user customers. Except as provided for in paragraph 22 of the FCC's Supplemental Order Clarification, released June 2, 2000, in CC Docket No. 96-98 ("June 2, 2000 Order"), the EEL will be connected to NewSouth's facilities in NewSouth's collocation space at the POP SWC. NewSouth may purchase BellSouth's access facilities between NewSouth's POP and NewSouth's collocation space at the POP SWC.

4.2.3 BellSouth shall provide EEL combinations to NewSouth in the state of Georgia regardless of whether or not such EELs are Already Combined. In all other states, BellSouth shall make available to NewSouth those EEL combinations described in Section 4.3 below only to the extent such combinations are Already Combined.

4.2.4 BellSouth will make available EEL combinations to NewSouth in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in the Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs, regardless of whether or not such EELs are Already Combined.

- 4.2.5 Additionally, BellSouth shall make available to NewSouth a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent NewSouth 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 combination of an unbundled loop and tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 4.5 below. Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.
- 4.3 EEL Combinations
- 4.3.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 4.3.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 4.3.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 4.3.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 4.3.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 4.3.6 DS1 Interoffice Channel + DS1 Local Loop
- 4.3.7 DS3 Interoffice Channel + DS3 Local Loop
- 4.3.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 4.3.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 4.3.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 4.3.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 4.3.12 4-wire VG Interoffice Channel + 4-wire VG Local Loop
- 4.3.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 4.3.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 4.4 Other Network Element Combinations

In the state of Georgia, BellSouth shall make available to NewSouth, in accordance with Section 4.6 below: (1) combinations of network elements other than EELs that are Already Combined; and (2) combinations of network elements other than EELs that are not Already Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to NewSouth, in accordance with Section 4.5 below, combinations of network elements other than EELs only to the extent such combinations are Already Combined.

4.5 Special Access Service Conversions

4.5.1 NewSouth may not convert special access services to combinations of loop and transport network elements, whether or not NewSouth self-provides its entrance facilities (or obtains entrance facilities from a third party), unless NewSouth uses the combination to provide a "significant amount of local exchange service" (as described in Section 4.5.2 below), in addition to exchange access service, to a particular customer. Such conversions of existing special access services pursuant to this section may include facilities within a single density zone (as described in 47 C. F. R. 69.123) or across Density Zones.

4.5.1.2 For the purpose of special access conversions under Section 4.5.1, a "significant amount of local exchange service" is as defined in the FCC's June 2, 2000 Order. The Parties agree to incorporate by reference paragraph 22 of the June 2, 2000 Order. When NewSouth requests conversion of special access circuits, NewSouth will self-certify to BellSouth in the manner specified in paragraph 29 of the June 2, 2000 Order that the circuits to be converted qualify for conversion. In addition there may be extraordinary circumstances where NewSouth is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in paragraph 22 of June 2, 2000 Order, or under a fourth option set forth below in Section 4.5.2. In such case, NewSouth 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 NewSouth's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

4.5.1.3 The recurring charges for such combinations shall be the sum of the recurring charge for the applicable UNE loop and transport segments (including multiplexing, if applicable), as set forth in Exhibit C to this Attachment. The nonrecurring charges for such combinations shall be an amount equal to all applicable conversion charges set forth in Exhibit C to this Attachment for conversion of special access circuits to EELs, plus all applicable nonrecurring cross connect charges (set forth in Attachment 4 to this Agreement) required to connect the facility to NewSouth's collocation arrangement. EELs that terminate in NewSouth collocation arrangements may be connected by NewSouth via cross-connects to BellSouth services used by NewSouth to transport traffic between NewSouth's collocation space and NewSouth's POP.

- 4.5.1.4 Upon request for conversions of up to 15 circuits from special access to EELs, BellSouth shall perform such conversions within seven (7) days from BellSouth's receipt of a valid, error free service order from NewSouth. Requests for conversions of fifteen (15) or more circuits from special access to EELs will be provisioned on a project basis. Except as set forth in Section 4.5.3 below, conversions should not require the special access circuit to be disconnected and reconnected because only the billing information or other administrative information associated with the circuit will change when NewSouth requests a conversion. Submission of a spreadsheet identifying the circuits to be converted shall serve as a substitute for submission of a local service request (LSR), only until such time as the LSR process is modified to accommodate such requests.
- 4.5.1.5 BellSouth may, at its sole expense, and upon thirty (30) days notice to NewSouth, audit NewSouth's records not more than once in any twelve month period, unless an audit finds non-compliance with the local usage options referenced in the June 2, 2000 Order, in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. If, based on its audits, BellSouth concludes that NewSouth 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 set forth in this 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 NewSouth.
- 4.5.2 In addition to the circumstances under which NewSouth may identify special access circuits that qualify for conversions to EELs (referenced in Section 4.5.1.2 above), NewSouth also shall be entitled to convert special access circuits to unbundled network elements pursuant to the terms of this section 4.5.2 et seq.
- 4.5.2.1 Upon request by NewSouth, BellSouth will convert special access circuits to combinations of an unbundled loop connected to special access transport provided that: (1) the combination terminates to a NewSouth collocation arrangement; and (2) NewSouth certifies, in the manner set forth in Section 4.5.2 above, that at least 75% of the unbundled network element(s) component of the facility is used to provide originating and terminating local voice traffic. The recurring charges for such combinations shall be the sum of the recurring charge for the applicable UNE loop, as set forth in Exhibit C to this Attachment, and all applicable recurring charges for the special access transport facility, as set forth in the BellSouth tariff under which such facilities were ordered. The nonrecurring charges for such combinations shall be an amount equal to all applicable conversion charges set forth in Exhibit C to this Attachment for conversion of special access circuits to EELs, plus the applicable nonrecurring cross connect charges (set forth in Attachment 4 to this Agreement) required to connect the facility to NewSouth's collocation arrangement. Such combinations that terminate in NewSouth collocation arrangements may be connected

by NewSouth via cross-connects to BellSouth services used by NewSouth to transport traffic between NewSouth's collocation space and NewSouth's POP.

- 4.5.2.2 Upon request from NewSouth to convert special access circuits pursuant to Section 4.5.2, BellSouth shall have the right, upon 10 business days notice, to conduct an audit prior to any such conversion to determine whether the subject facilities meet local usage requirements set forth in Section 4.5.2. An audit conducted pursuant to this Section shall take into account a usage period of the past three (3) consecutive months, and shall be subject to the requirements for audits as set forth in the June 2, 2000 Order, except as expressly modified herein.
- 4.5.3 In consideration of Section 4.5.2.1 above, and subject to Section 4.5.7 below, for those special access circuits identified by NewSouth in writing as of January 19, 2001 as being eligible for conversion pursuant to the terms of this Agreement, BellSouth will provide to NewSouth a credit in an amount equal to three times the difference between the monthly special access rates for such circuits and the monthly rates for the combinations to which those circuits are converted.
- 4.5.3.1 For circuits converted pursuant to one of the three options made available to NewSouth in Section 4.5.1, the credit will be in an amount equal to three times the difference between the monthly special access rates for such circuits and the monthly UNE recurring charges for the loop, transport and multiplexing (if applicable), as set forth in Exhibit C to this Attachment, that, in combination, form an EEL.
- 4.5.3.2 For circuits converted pursuant to the fourth option made available to NewSouth in Section 4.5.2, the credit will be in an amount equal to three times the difference between the monthly special access rates for such circuits and the sum of the monthly UNE recurring charges for the loop, as set forth in Exhibit C to this Attachment, and the monthly recurring charge for the special access transport facility, as set forth in the BellSouth tariff under which such facility was ordered.
- 4.5.3.3 Such credits will be applied to NewSouth's bill within sixty (60) days following execution of this Agreement.
- 4.5.3.4 Within ten (10) days following execution of this Agreement, NewSouth shall certify to BellSouth in writing that the circuits designated as of January 19, 2001 meet significant local use requirements of one of the four conversion options set forth above. Such certification shall include a designation by NewSouth of which of the particular four conversion options specified herein is applicable to each of the individual circuits designated as of January 19, 2001.
- 4.5.3.5 BellSouth shall assign a project management team and designate a project manager to facilitate the timely conversion of special access circuits. BellSouth and NewSouth will participate in a joint implementation meeting within fifteen (15) days following execution of this Agreement, or within 15 days of any subsequent request for

conversion, to establish a schedule for conversion of the identified special access circuits. BellSouth shall complete conversions of all circuits identified by NewSouth as of January 19, 2001 within 3 months of the joint implementation meeting, unless an alternative completion date is agreed to by the Parties. For purposes of conversion of the circuits identified by NewSouth as of January 19, 2001, NewSouth's spreadsheet identifying the circuits to be converted shall serve as a substitute for submission of a local service request (LSR). For subsequent conversion requests pursuant to Sections 4.5.1 and 4.5.2 above, submission of a spreadsheet identifying the circuits to be converted shall serve as a substitute for submission of a local service request (LSR), only until such time as the LSR process is modified to accommodate such requests.

- 4.5.4 For all special access circuits converted under this Agreement, NewSouth shall pay BellSouth any termination charges applicable to the special access circuits converted, as specified in BellSouth's tariffs.
- 4.5.5 The Parties acknowledge that the conversion option described in Section 4.5.2 and the credits offered NewSouth in Section 4.5.3 constitute a reasonable negotiated alternative to those developed by the FCC in the June 2, 2000 Order. However, BellSouth has agreed to the terms of Sections 4.5.2 and 4.5.3 based upon the assumption that the FCC's current rules regarding special access conversions will remain in effect throughout the 2001 calendar year. In the event that the FCC modifies its rules regarding conversion of special access circuits in a manner that is inconsistent with BellSouth's stated position on the issue, then BellSouth cannot realize the value of the alternative option made available to NewSouth hereunder. In the event that the FCC rules regarding special access conversions are modified in the manner described herein with an effective date prior to January 1, 2002, NewSouth will reimburse BellSouth one-seventh of the credits extended to NewSouth under Section 4.5.3 above for each month or portion thereof prior to January 1, 2002, that such modified FCC rules are in effect.
- 4.6 Rates
 - 4.6.1 Georgia
 - 4.6.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 4.3, whether Already Combined or new, are as set forth in this Attachment.
 - 4.6.1.2 On an interim basis, for combinations of loop and transport network elements not set forth in Section 4.3, where the elements are not Already Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

- 4.6.1.3 To the extent that NewSouth 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, NewSouth, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.
- 4.6.2 All Other States
 - 4.6.2.1 Subject to Section 4.2.3 and 4.4 preceding, all other states, the rates for (1) Already Combined EEL combinations set forth in Section 4.3, and (2) other combinations of network elements that are Already Combined in the network will be the sum of the recurring rates for the individual network elements plus a nonrecurring charge as specified in Exhibit C of this Attachment.
 - 4.6.2.2 Rates for new EEL combinations in Density Zone 1 in the Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs shall be as set forth in Exhibit C hereto; provided, however, that to the extent a rate is not established in Exhibit C, the rate shall be the sum of the recurring and nonrecurring charges for the individual network elements as set forth in Exhibit C to this Attachment, unless otherwise established by the Commission.

5. Port/Loop Combinations

- 5.1 For purposes of this Section, references to "Already 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. For purposes of this Section, "soft dial tone" (i.e., where network elements are connected through from the end user premises to the BellSouth end office and no dispatch is required to initiate service) shall be considered "Already Combined".
- 5.2 At NewSouth's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.5 below, that are Already Combined in BellSouth's network except as specified in Sections 5.2.1 and 5.2.2 below, consistent with the requirements of 47 C.F.R. 315(b) and all applicable FCC and Commission rules and policies.
 - 5.2.1 BellSouth shall not provide access to combinations of unbundled port and loop network elements in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
 - 5.2.2 In accordance with effective and applicable FCC rules, BellSouth shall not provide unbundled circuit switching in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Atlanta, Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to NewSouth if NewSouth's customer has 4 or more DS0 equivalent lines.

- 5.3 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:
- 5.3.2.1 In Georgia, BellSouth shall provide to NewSouth combinations of port and loop network elements to NewSouth 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 5.2.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.
- 5.3.2.2 In all other states, BellSouth shall provide to NewSouth 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 5.2.1 and 5.2.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.
- 5.3.2.3 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 5.2.1 and 5.2.2, BellSouth shall provide to NewSouth combinations of port and loop network elements that are not Currently Combined. The rates for such combinations shall be negotiated by the Parties.
- 5.3.2.4 In those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.2.1 and 5.2.2, BellSouth shall provide to NewSouth 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.
- 5.4 When NewSouth orders loop/port combinations, and identifies to BellSouth the type of telecommunications service it intends to deliver to its end user customer through that combination (e.g., POTS, ISDN), BellSouth will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that BellSouth provides through its own network to its local exchange service customers receiving equivalent service, unless NewSouth requests a lesser or greater quality of performance through the Bona Fide Request process. BellSouth will provide ordering, provisioning and maintenance services, including intervals, at parity with the same services BellSouth provides to its own end users or resold services as measured in Attachment 9 Performance Measures. The intervals that BellSouth provides for its products and services are as set forth in the Products and Services Interval Guide which can be found on the BellSouth Interconnection website at

www.interconnection.BellSouth.com. The Products and Services Interval Guide may be amended from time to time. Any intervals contained in The Products and Service Interval Guide will not be increased unless ordered to do otherwise by the appropriate regulatory or judicial body. BellSouth's intervals begin with the receipt of an error free local service request (LSR). At the time of this interconnection agreement, not all combinations can be ordered electronically. All residence, business, and PBX port loop services can be electronically ordered. BellSouth will provide manual ordering processes for loop port combinations which cannot be electronically processed. BellSouth will provide notice of additional electronic ordering functionality via the Change Control Process.

- 5.4 Rates for Combinations of Loop and Port Network Elements
 - 5.4.1 Rates for combinations of loop and port network elements, as set forth in Section 5.4, are provided in Exhibit A of this Attachment.
 - 5.4.2 Rates for Circuit Switching
 - 5.4.2.1 Rates for circuit switching, where BellSouth is not required, pursuant to Sections 5.1.1 and 5.1.2, to provide circuit switching are as set forth in Exhibit A of this Attachment.
- 5.5 Port/Loop Combination Offerings
 - 5.5.1 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.
 - 5.5.2 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.
 - 5.5.3 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.
 - 5.5.4 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.
 - 5.5.5 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.

- 5.5.6 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.
- 5.5.7 4-wire DS1 Loop with normal serving wire center channelization interface, 2 wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

6. Transport and Dark Fiber

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

6.1. Transport

6.1.1 Definition of Common (Shared) Transport

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

6.1.2 Technical Requirements of Common (Shared) Transport

- 6.1.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.
- 6.1.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.
- 6.1.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
- 6.1.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standard technical references.

- 6.2 Interoffice transmission facility network elements include:
 - 6.2.1 Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and NewSouth.
 - 6.2.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics;
 - 6.2.3 Shared transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.
 - 6.2.4 BellSouth shall:
 - 6.2.4.1 Provide NewSouth exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
 - 6.2.4.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that NewSouth could use to provide telecommunications services;
 - 6.2.4.3 Permit, to the extent technically feasible, NewSouth to connect such interoffice facilities to equipment designated by NewSouth, including but not limited to, NewSouth's collocated facilities; and
 - 6.2.4.4 Permit, to the extent technically feasible, NewSouth 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 **Dedicated Transport**
 - 6.3.1 Definitions
 - 6.3.2 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.
 - 6.3.3 Unbundled Local Channel
 - 6.3.4 Unbundled Local Channel is the dedicated transmission path between NewSouth's Point of Presence and the BellSouth Serving Wire Center's collocation.
 - 6.3.5 Unbundled Interoffice Channel.

- 6.3.6 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.
- 6.3.7 BellSouth shall offer Dedicated Transport in each of the following ways:
 - 6.3.7.1 As capacity on a shared UNE facility.
 - 6.3.7.2 As a circuit (e.g., DS0, DS1, DS3, OCn) dedicated to NewSouth. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.
- 6.3.8 When Dedicated Transport is provided it shall include:
 - 6.3.8.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;
 - 6.3.8.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.
- 6.3.9 Rates for Dedicated Transport are listed in this Attachment. For those states that do not contain rates in this Attachment the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true up, and the Parties will amend the Agreement to reflect the new rates.
- 6.3.10 Technical Requirements
 - 6.3.10.1 This Section sets forth technical requirements for all Dedicated Transport.
 - 6.3.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3, and OCn) shall be dedicated to NewSouth designated traffic.
 - 6.3.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1, DS3, and OCn transport services, and (2) SONET at available transmission bit rates.
 - 6.3.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
 - 6.3.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
 - 6.3.10.6 SONET, OC-3, OC-12, and OC-48 Dedicated Transport shall, at a minimum meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

- 6.3.10.7 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 6.3.10.7.1 DS0 Equivalent;
 - 6.3.10.7.2 DS1
 - 6.3.10.7.3 DS3
 - 6.3.10.7.4 OC-3,
 - 6.3.10.7.5 OC-12,
 - 6.3.10.7.6 OC-48
 - 6.3.10.7.6 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
 - 6.3.10.7.8 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by NewSouth.
- 6.3.11 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
 - 6.3.11.1 BellSouth Technical References:
 - 6.3.11.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
 - 6.3.11.3 TR 73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995.
 - 6.3.11.4 TR 73525 MegaLink® Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 6.4 Unbundled Channelization**
 - 6.4.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in the Attachment.
 - 6.4.2 Definition

- 6.4.2.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, NewSouth can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).
- 6.4.3 Channelization capabilities will be as follows:
 - 6.4.3.1 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s.
 - 6.4.3.2 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.
 - 6.4.3.3 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.
- 6.4.4 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.
- 6.4.5 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.
- 6.4.6 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.
- 6.4.7 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.
- 6.4.8 Channelization may be incorporated within dedicated transport or ordered as a stand-alone capability, which requires either the high or low speed side to be connected to collocation.
- 6.4.9 Technical Requirements
 - 6.4.9.1 In order to assure proper operation with BST provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.
 - 6.4.9.2 DS0 to DS1 Channelization

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

6.4.9.3 DS1 to DS3 Channelization

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

6.4.9.4 DS1 to STS Channelization

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

6.5 **Dark Fiber**

6.5.1 Definition

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

6.5.3 Requirements

6.5.3.1 BellSouth, on a reasonable and non-discriminatory basis, 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 bona fide plans to use the fiber within a two-year period, there is no requirement to provide said fiber to NewSouth. BellSouth shall provide access to Dark Fiber at any technically feasible point.

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

- 6.5.3.3 NewSouth may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 6.5.3.4 BellSouth shall use its best efforts to provide to NewSouth information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) calendar days for a field based answer, after receiving a request from NewSouth ("Request"). Such request shall not be denied based on the fact that designated locations are not BellSouth end-offices or NewSouth's collocation space. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for NewSouth's use and may not allow any other party to use such media, including BellSouth.
- 6.5.3.5 BellSouth shall use its best efforts to make Dark Fiber available to NewSouth within thirty (30) business days after it receives written confirmation from NewSouth that the Dark Fiber previously deemed available by BellSouth is wanted for use by NewSouth. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable NewSouth to connect or splice NewSouth provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 6.5.3.6 Dark Fiber shall meet the manufacturer's design specifications.
- 6.5.3.7 NewSouth may splice and test Dark Fiber obtained from BellSouth using NewSouth or NewSouth 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.
- 7. BellSouth Switched Access (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 known as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery,

dialing number delivery, and other optional complex features as selected by NewSouth. BellSouth shall provide 8XX TFD in accordance with the following:

7.1.2 Technical Requirements

- 7.1.2.1 BellSouth shall provide NewSouth 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 NewSouth.
- 7.1.2.3 The SCP shall also provide, at NewSouth'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.

8 Line Information Database (LIDB)

- 8.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.
- 8.2 BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.
 - 8.2.1 Definition
 - 8.2.2 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between

BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.2.3 Technical Requirements

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

8.2.4.1 BellSouth shall process NewSouth's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to NewSouth 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 NewSouth, BellSouth shall provide NewSouth with a list of the customer data items, which NewSouth 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 NewSouth data to the LIDB shall be solely at the direction of NewSouth. Such direction from NewSouth 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 NewSouth data upon NewSouth'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 NewSouth customer records will be missing from LIDB, as measured by NewSouth audits. BellSouth will audit NewSouth records in LIDB against DBAS to identify record mismatches and provide this data to a designated NewSouth contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to NewSouth within one business day of audit. Once reconciled records are received back from NewSouth, 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 NewSouth 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 NewSouth'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 NewSouth 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 NewSouth and BellSouth.
- 8.2.4.11 BellSouth shall prevent any access to or use of NewSouth 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 NewSouth in writing.
- 8.2.4.12 BellSouth shall provide NewSouth 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 NewSouth at least at parity with BellSouth Customer Data. BellSouth shall obtain from NewSouth the screening information associated with LIDB Data Screening of NewSouth 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 NewSouth under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.
- 8.2.4.13 BellSouth shall accept queries to LIDB associated with NewSouth 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.

9 Signaling

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

9.3 Signaling Link Transport

- 9.3.1 Definition Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.
- 9.3.2 Technical Requirements
- 9.3.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.
- 9.3.3 Of the various options available, Signaling Link Transport shall perform in the following two ways:
- 9.3.3.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and
- 9.3.3.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).
- 9.3.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:
- 9.3.4.1 An A-link layer shall consist of two links.
- 9.3.4.2 A B-link layer shall consist of four links.
- 9.3.5 A signaling link layer shall satisfy a performance objective such that:
- 9.3.5.1 There shall be no more than two minutes down time per year for an A-link layer; and

- 9.3.5.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
- 9.3.5.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 9.3.5.3.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
 - 9.3.5.3.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 9.3.5.4 Interface Requirements
 - 9.3.5.4.1 There shall be a DS1 (1.544 Mbps) interface at the NewSouth designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 9.4 **Signaling Transfer Points (STPs)**
 - 9.4.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
 - 9.4.2 Technical Requirements
 - 9.4.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
 - 9.4.2.1.1 BellSouth Local Switching or Tandem Switching;
 - 9.4.2.1.2 BellSouth Service Control Points/DataBases;
 - 9.4.2.1.3 Third-party local or tandem switching;
 - 9.4.2.1.4 Third-party-provided STPs.
 - 9.4.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

- 9.4.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an NewSouth 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 NewSouth 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 NewSouth 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 NewSouth database, then NewSouth agrees to provide BellSouth with the Destination Point Code for the NewSouth database.
- 9.4.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
- 9.4.2.6.1 MTP Routing Verification Test (MRVT); and
- 9.4.2.6.2 SCCP Routing Verification Test (SRVT).
- 9.4.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an NewSouth 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 NewSouth 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 NewSouth, 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 NewSouth SS7 network to exchange TCAP queries and responses with an NewSouth SCP.
- 9.4.2.9.2 SS7 AIN Access shall provide NewSouth SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and NewSouth 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 NewSouth 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 NewSouth or NewSouth-designated local switching systems or STPs to the BellSouth SS7 network:
 - 9.4.3.1.1 An A-link interface from NewSouth local switching systems; and,
 - 9.4.3.1.2 A B-link interface from NewSouth local STPs.
 - 9.4.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.
 - 9.4.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting NewSouth local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and NewSouth will work jointly to establish mutually acceptable SPOIs.
 - 9.4.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and NewSouth will work jointly to establish mutually acceptable SPOIs.
 - 9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
 - 9.4.3.6 Message Screening

- 9.4.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from NewSouth local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the NewSouth 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 NewSouth local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the NewSouth 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 NewSouth from any signaling point or network interconnected through BellSouth's SS7 network where the NewSouth 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 NewSouth in accordance with the following requirements.

- 9.5.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 9.5.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 9.5.3.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 9.5.4 Database Availability
- 9.5.4.1 Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.
- 9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for NewSouth customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.
- 9.6 **Local Number Portability Database**
- 9.6.1 Definition
- 9.6.2 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.
- 9.7 **SS7 Network Interconnection**
- 9.7.1 Definition.
- 9.7.2 SS7 Network Interconnection is the interconnection of NewSouth local Signaling Transfer Point Switches (STP) and NewSouth 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), NewSouth 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 NewSouth or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 9.7.5 If traffic is routed based on dialed or translated digits between an NewSouth 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 NewSouth local STPs and BellSouth or other third-party local switch.
- 9.7.6 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 9.7.7 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
 - 9.7.7.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 9.7.7.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 9.7.7.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.7.8 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an NewSouth local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of NewSouth 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 NewSouth or NewSouth-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
 - 9.7.13.1.1 A-link interface from NewSouth local or tandem switching systems; and
 - 9.7.13.1.2 B-link interface from NewSouth STPs.
 - 9.7.13.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting NewSouth local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and NewSouth will work jointly to establish mutually acceptable SPOI.
 - 9.7.13.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and NewSouth will work jointly to establish mutually acceptable SPOI.

- 9.7.13.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 9.7.13.5 BellSouth shall set message screening parameters to accept messages from NewSouth local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the NewSouth 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.
- 10. Operator Call Processing, Inward Operator Services and Directory Assistance Services**
- 10.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Operator Call Processing, Inward Operator Services and Directory Assistance Services.
- 10.2 Operator Systems**
- 10.2.1 Definition. Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.
- 10.3 Operator Service**
- 10.3.1 Definition. Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.
- 10.3.2 Requirements
- 10.3.2.1 When NewSouth 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 NewSouth end user's calling card that can be validated by BellSouth.
- 10.3.2.1.4 BellSouth shall complete person-to-person calls.
- 10.3.2.1.5 BellSouth shall complete collect calls.
- 10.3.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.
- 10.3.2.1.7 BellSouth shall complete station-to-station calls.
- 10.3.2.1.8 BellSouth shall process emergency calls.
- 10.3.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 10.3.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.
- 10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 10.3.2.1.12 BellSouth shall adhere to equal access requirements, providing NewSouth 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 NewSouth 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 NewSouth.
- 10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to NewSouth 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 NewSouth, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.
- 10.4 **Directory Assistance Service**

- 10.4.1 Definition. Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.
- 10.4.2 Requirements
- 10.4.3 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by NewSouth'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, NewSouth may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.
- 10.4.4 Directory Assistance Service Updates
 - 10.4.4.1 BellSouth shall update end user listings changes daily. These changes include:
 - 10.4.4.1.1 New end user connections: BellSouth will provide service to NewSouth 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 NewSouth 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 NewSouth 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 NewSouth 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 NewSouth to have its calls custom branded with NewSouth'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 NewSouth 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 NewSouth 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 NewSouth to order selective routing for each originating BellSouth end office identified by NewSouth. Rates for Selective Routing are set forth in this Attachment.
 - 10.4.6.3 Customer Branding and Self Branding require NewSouth to order dedicated trunking from each BellSouth end office identified by NewSouth, to either the BellSouth Traffic Operator Position System (TOPS) or NewSouth 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 NewSouth 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 NewSouth to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
 - 10.4.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which NewSouth 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 NewSouth 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. NewSouth end users may use the same dialing arrangements as BellSouth end users, but obtain a NewSouth 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 NewSouth 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)). NewSouth agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, NewSouth agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, NewSouth authorizes the inclusion of NewSouth Directory Assistance listings in the BellSouth Directory Assistance products.
- 10.5.2 BellSouth shall provide NewSouth initially with a base file of subscriber listings which reflect all listing change activity occurring since NewSouth's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by NewSouth and BellSouth. NewSouth agrees to assume the costs associated with CONNECT: DirectTM 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 NewSouth on a Business, Residence, or combined Business and Residence basis. NewSouth agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after NewSouth receives the Base File.
- 10.5.4 BellSouth is authorized to include NewSouth Directory Assistance Listing Information in its Directory Assistance Database Service (DADS). Any other use by BellSouth of NewSouth 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 NewSouth.

- 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 NewSouth's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow NewSouth to utilize its own switch, operator workstations and optional audio subsystems.
 - 10.6.2 BellSouth will provide DADAS from its DA location. NewSouth will access the DADAS system via a telephone company provided point of availability. NewSouth has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.
 - 10.6.3 A specified interface to each NewSouth subsystem will be provided by BellSouth. Interconnection between NewSouth's system and a specified BellSouth location will be pursuant to the use of NewSouth owned or NewSouth leased facilities and shall be appropriate sized based upon the volume of queries being generated by NewSouth.
 - 10.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:
 - 10.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification;
 - 10.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;
 - 10.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.
 - 10.6.5 Rates for DADAS are as set forth in this Attachment.
- 10.7 **Automatic Location Identification/Data Management System (ALI/DMS)**
 - 10.7.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

10.7.2 Technical Requirements

- 10.7.2.1 BellSouth shall offer NewSouth a data link to the ALI/DMS database or permit NewSouth to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to NewSouth immediately after NewSouth inputs information into the ALI/DMS database. Alternately, NewSouth may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.
- 10.7.2.2 The ALI/DMS database shall contain the following end user information:
- 10.7.2.2.1 Name;
- 10.7.2.2.2 Address;
- 10.7.2.2.3 Telephone number; and
- 10.7.2.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).
- 10.7.2.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless NewSouth requests otherwise and shall be updated if NewSouth requests, provided NewSouth 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 NewSouth end users shall meet industry standards.

11. Calling Name (CNAM) Database Service

- 11.1 The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. NewSouth must provide to its account manager a

written request with a requested activation date to activate this service. If NewSouth is interested in requesting CNAM with volume and term pricing, NewSouth must contact its account manager to request a separate CNAM volume and term Agreement. BellSouth provisioning of CNAM shall be compliant with all applicable industry standard technical references.

- 11.2 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.
- 11.3 **Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**
 - 11.3.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide NewSouth the capability that will allow NewSouth and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
 - 11.3.2 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 NewSouth. Scheduling procedures shall provide NewSouth equivalent priority to these resources.
 - 11.3.2 BellSouth SCP shall partition and protect NewSouth service logic and data from unauthorized access, execution or other types of compromise.
 - 11.3.3 When NewSouth selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable NewSouth 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.
 - 11.3.4 When NewSouth selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. NewSouth access will be provided via remote data connection (e.g., dial-in, ISDN).
 - 11.3.5 When NewSouth selects SCE/SMS AIN Access, BellSouth shall allow NewSouth 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).
- 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 NewSouth orders network elements and other services, then NewSouth 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 NewSouth 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. NewSouth 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. NewSouth will be required to route that call to the appropriate tandem or end office. When a municipality converts to E911 service, NewSouth will be required to discontinue the Basic 911 procedures and being using E911 procedures.
- 12.5.2 E911 Service Provisioning. For E911 service, NewSouth will be required to install a minimum of two dedicated trunks originating from the NewSouth 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. NewSouth will be required to provide BellSouth or the appropriate designated vendor daily updates to the E911 database. NewSouth 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, NewSouth 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. NewSouth 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 NewSouth beyond applicable charges for BellSouth trunking arrangements.
- 12.5.4 Basic 911 and E911 functions provided to NewSouth 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 NewSouth to follow in providing 911/E911 services.
- 12.5.6 NewSouth shall have access to BellSouth's 911/E911 records database so that it can update its end users' 911 records in order to ensure accuracy. BellSouth will generate the disconnect order for the porting telephone number(s) within 36 hours, excluding weekends and published holidays, after the porting has been activated by NewSouth. The completion of the disconnect order will unlock the 911/E911 record to allow NewSouth to facilitate such updates. BellSouth will not be obligated to meet such interval as described in this paragraph as a result of a failure on NewSouth's part. Such failures shall include: (1) NewSouth's failure to port all numbers on the LSR resulting in an incomplete port; (2) instances where NewSouth activates a port without an FOC; (3) instances of NewSouth porting a number without an FOC, where a LSR was submitted to BellSouth and subsequently clarified to NewSouth for inaccurate or incomplete information; (4) NewSouth stops porting activity for less than all numbers required to be ported and subsequently reinstates porting activity at a later time or date; and (5) failure on New South's part to adhere to NPAC or other applicable industry standard processes for porting telephone numbers.

13 **Rates**

- 13.1 The prices that NewSouth shall pay to BellSouth for Network Elements and Other Services are as set forth in Exhibit C to this Attachment. It is the intent of the Parties that where applicable state commissions have approved rates for network elements and other services set forth in this Agreement as of the date of the date hereof, such rates have been included in Exhibit C.
- 13.2 The prices that NewSouth shall pay to BellSouth for Operational Support Systems are as set forth in General Terms and Conditions of this Agreement.

14. **True-Up**

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

- 14.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 14.2 The interim prices shall be true-up, either up or down, based on final prices determined either by further agreement between the Parties, or by an effective order of the Commission 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.
- 14.3 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.
- 14.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
- (a) BellSouth and NewSouth are entitled to be a full Party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) It shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

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 NewSouth and pursuant to which BellSouth, its LIDB customers and NewSouth shall have access to such information. NewSouth 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 NewSouth, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
1. Billed Number Screening
 2. Calling Card Validation
 3. Fraud Control
- C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify NewSouth of fraud alerts so that NewSouth may take action it deems appropriate. NewSouth understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by NewSouth pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to NewSouth 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.

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

- (a) NewSouth agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for NewSouth's end user accounts which are resident in LIDB pursuant to this Agreement. NewSouth authorizes BellSouth to place such charges on NewSouth's bill from BellSouth and agrees that it shall pay all such charges. Charges for which NewSouth 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) NewSouth shall have the responsibility to render a billing statement to its end users for these charges, but NewSouth's obligation to pay BellSouth for the charges billed shall be independent of whether NewSouth is able or not to collect from NewSouth's end users.
- (d) BellSouth shall not become involved in any disputes between NewSouth and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to NewSouth. It shall be the responsibility of NewSouth and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

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

III. FEES FOR SERVICE AND TAXES

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

IV. INDEMNIFICATION

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

V. LIMITATION OF LIABILITY

Except in cases of gross negligence, willful or intentional misconduct, neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.
- C. NewSouth agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and NewSouth further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.

- D. This Agreement constitutes the entire Agreement between NewSouth and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

**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 _____ ("NewSouth"), effective the _____ day of _____.

I. GENERAL

This Addendum sets forth the terms and conditions for NewSouth'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 NewSouth, 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 NewSouth 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 NewSouth.
- C. Special billing number - a ten digit number that identifies a billing account established by NewSouth.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by NewSouth 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 NewSouth.
- 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 NewSouth.

III. RESPONSIBILITIES OF PARTIES

- A. NewSouth 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 NewSouth. Under normal operating conditions, BellSouth shall include NewSouth'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 NewSouth'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 NewSouth 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 NewSouth, and where the last four digits (PIN) are a security code assigned by NewSouth.
 - 2. Determine whether NewSouth or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.
- E. NewSouth will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. NewSouth will arrange and pay for transport of updates to BellSouth.

IV. COMPLIANCE

Unless expressly authorized in writing by NewSouth, 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 NewSouth the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2. Attachment

- 2.1 This Attachment contains the terms and conditions where BellSouth will provide to the NewSouth access to the BellSouth CNAM SCP for query or record storage purposes.

- 2.2 NewSouth 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 NewSouth's access to BellSouth's CNAM Database Services and shall be addressed to NewSouth's Account Manager.

3. Physical Connection and Compensation

- 3.1 BellSouth's provision of CNAM Database Services to NewSouth requires interconnection from NewSouth 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, NewSouth shall provide its own CNAM SSP. NewSouth's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.3 If NewSouth 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 NewSouth 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 NewSouth for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by NewSouth in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the

responsibility of NewSouth 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 NewSouth 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.

RELL SOUTHWESTERN RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE										NC	SC	TN	
		AL	FL	GA	KY	LA	MS	NC	SC	TN					
2-Wire Analog VQ Loop-RL3 w/loop or ground start signaling															
RC - Subscribers, per month	UEAL2	NA	NA	NA	NA	NA	NA	\$19.50	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	UEAL2	\$17.95	\$18.48	\$18.84	\$17.27	\$17.65	\$18.35	\$19.50	\$21.57	\$15.92	TBD	\$21.57	\$15.92	NA	NA
RC - Zone 2, per month (Note 2)	UEAL2	\$20.16	\$20.69	\$21.05	\$19.45	\$19.83	\$20.53	\$21.68	\$23.75	\$18.00	TBD	\$23.75	\$18.00	\$20.78	NA
RC - Zone 3, per month (Note 2)	UEAL2	\$22.84	\$23.37	\$23.73	\$22.14	\$22.52	\$23.22	\$24.37	\$26.44	\$20.69	TBD	\$26.44	\$20.69	\$27.18	NA
RC - Zone 4, per month (Note 2)	UEAL2	\$26.24	\$26.77	\$27.13	\$25.54	\$25.92	\$26.62	\$27.77	\$29.84	\$24.09	TBD	\$29.84	\$24.09	\$27.18	NA
NRC - 1st	UEAL2	\$145.46	\$150.99	\$152.46	\$145.46	\$150.99	\$152.46	\$154.96	\$157.46	\$152.46	NA	\$152.46	\$152.46	NA	NA
NRC - Add'l	UEAL2	\$108.40	\$113.93	\$115.40	\$108.40	\$113.93	\$115.40	\$117.90	\$120.40	\$115.40	NA	\$115.40	\$115.40	\$140.72	NA
NRC - Disconnect Charge - 1st	UEAL2	\$40.31	\$41.84	\$42.31	\$40.31	\$41.84	\$42.31	\$44.81	\$46.34	\$41.84	NA	\$41.84	\$41.84	NA	NA
NRC - Disconnect Charge - Add'l	UEAL2	\$28.01	\$29.54	\$30.01	\$28.01	\$29.54	\$30.01	\$32.51	\$34.04	\$29.54	NA	\$29.54	\$29.54	NA	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	\$28.37	\$28.73	\$27.37	\$28.37	\$28.73	\$29.68	\$30.63	\$28.73	NA	\$28.73	\$28.73	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	\$13.97	\$14.33	\$12.97	\$13.97	\$14.33	\$15.28	\$16.23	\$12.97	NA	\$12.97	\$12.97	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	\$18.77	\$19.13	\$17.77	\$18.77	\$19.13	\$20.08	\$21.03	\$17.77	NA	\$17.77	\$17.77	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$45.99	\$46.99	\$47.35	\$45.99	\$46.99	\$47.35	\$48.30	\$49.25	\$45.99	NA	\$45.99	\$45.99	NA	NA
3-Wire Analog VQ Loop-RL3 w/ reverse battery signaling															
RC - Subscribers, per month	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	UEAL2	\$17.95	\$18.48	\$18.84	\$17.27	\$17.65	\$18.35	\$19.50	\$21.57	\$15.92	TBD	\$21.57	\$15.92	NA	NA
RC - Zone 2, per month (Note 2)	UEAL2	\$19.45	\$20.18	\$20.54	\$19.45	\$20.32	\$21.33	\$23.43	\$25.53	\$20.78	TBD	\$25.53	\$20.78	\$20.78	NA
RC - Zone 3, per month (Note 2)	UEAL2	\$22.84	\$23.87	\$24.23	\$22.84	\$23.71	\$24.72	\$26.82	\$28.92	\$24.18	TBD	\$28.92	\$24.18	\$27.18	NA
RC - Zone 4, per month (Note 2)	UEAL2	\$26.24	\$27.27	\$27.63	\$26.24	\$27.11	\$28.12	\$30.22	\$32.32	\$27.57	TBD	\$32.32	\$27.57	\$27.18	NA
NRC - 1st	UEAL2	\$145.46	\$150.99	\$152.46	\$145.46	\$150.99	\$152.46	\$154.96	\$157.46	\$152.46	NA	\$152.46	\$152.46	NA	NA
NRC - Add'l	UEAL2	\$108.40	\$113.93	\$115.40	\$108.40	\$113.93	\$115.40	\$117.90	\$120.40	\$115.40	NA	\$115.40	\$115.40	\$140.72	NA
NRC - Disconnect Charge - 1st	UEAL2	\$40.31	\$41.84	\$42.31	\$40.31	\$41.84	\$42.31	\$44.81	\$46.34	\$41.84	NA	\$41.84	\$41.84	NA	NA
NRC - Disconnect Charge - Add'l	UEAL2	\$28.01	\$29.54	\$30.01	\$28.01	\$29.54	\$30.01	\$32.51	\$34.04	\$29.54	NA	\$29.54	\$29.54	NA	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	\$28.37	\$28.73	\$27.37	\$28.37	\$28.73	\$29.68	\$30.63	\$28.73	NA	\$28.73	\$28.73	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	\$13.97	\$14.33	\$12.97	\$13.97	\$14.33	\$15.28	\$16.23	\$12.97	NA	\$12.97	\$12.97	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	\$18.77	\$19.13	\$17.77	\$18.77	\$19.13	\$20.08	\$21.03	\$17.77	NA	\$17.77	\$17.77	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$45.99	\$46.99	\$47.35	\$45.99	\$46.99	\$47.35	\$48.30	\$49.25	\$45.99	NA	\$45.99	\$45.99	NA	NA
4-Wire Analog VQ Loop															
RC - Subscribers, per month	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	UEAL4	\$24.01	\$24.74	\$25.10	\$24.01	\$24.88	\$25.61	\$27.71	\$29.81	\$25.06	TBD	\$29.81	\$25.06	\$25.06	NA
RC - Zone 2, per month (Note 2)	UEAL4	\$26.51	\$27.24	\$27.60	\$26.51	\$27.38	\$28.11	\$30.21	\$32.31	\$27.56	TBD	\$32.31	\$27.56	\$27.56	NA
RC - Zone 3, per month (Note 2)	UEAL4	\$29.01	\$29.74	\$30.10	\$29.01	\$29.88	\$30.61	\$32.71	\$34.81	\$30.06	TBD	\$34.81	\$30.06	\$30.06	NA
RC - Zone 4, per month (Note 2)	UEAL4	\$31.51	\$32.24	\$32.60	\$31.51	\$32.38	\$33.11	\$35.21	\$37.31	\$32.56	TBD	\$37.31	\$32.56	\$32.56	NA
NRC - 1st	UEAL4	\$203.70	\$205.20	\$206.70	\$203.70	\$205.20	\$206.70	\$209.20	\$211.70	\$207.20	NA	\$207.20	\$207.20	\$207.20	NA
NRC - Add'l	UEAL4	\$141.00	\$142.50	\$144.00	\$141.00	\$142.50	\$144.00	\$146.50	\$148.00	\$144.50	NA	\$144.50	\$144.50	\$144.50	NA
NRC - Disconnect Charge - 1st	UEAL4	\$43.00	\$44.00	\$45.00	\$43.00	\$44.00	\$45.00	\$47.00	\$48.00	\$46.00	NA	\$46.00	\$46.00	\$46.00	NA
NRC - Disconnect Charge - Add'l	UEAL4	\$27.43	\$28.43	\$29.43	\$27.43	\$28.43	\$29.43	\$31.43	\$32.43	\$30.43	NA	\$30.43	\$30.43	\$30.43	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	\$28.37	\$28.73	\$27.37	\$28.37	\$28.73	\$29.68	\$30.63	\$28.73	NA	\$28.73	\$28.73	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	\$13.97	\$14.33	\$12.97	\$13.97	\$14.33	\$15.28	\$16.23	\$12.97	NA	\$12.97	\$12.97	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	\$18.77	\$19.13	\$17.77	\$18.77	\$19.13	\$20.08	\$21.03	\$17.77	NA	\$17.77	\$17.77	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$45.99	\$46.99	\$47.35	\$45.99	\$46.99	\$47.35	\$48.30	\$49.25	\$45.99	NA	\$45.99	\$45.99	NA	NA
5-Wire ISDN Digital Grade Loop															
RC - Subscribers, per month	UUL2X	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	UUL2X	\$23.23	\$23.96	\$24.32	\$23.23	\$24.10	\$24.83	\$26.93	\$29.03	\$24.28	TBD	\$29.03	\$24.28	\$24.28	NA
RC - Zone 2, per month (Note 2)	UUL2X	\$25.73	\$26.46	\$26.82	\$25.73	\$26.60	\$27.33	\$29.43	\$31.53	\$26.78	TBD	\$31.53	\$26.78	\$26.78	NA
RC - Zone 3, per month (Note 2)	UUL2X	\$28.23	\$28.96	\$29.32	\$28.23	\$29.10	\$29.83	\$31.93	\$34.03	\$29.28	TBD	\$34.03	\$29.28	\$29.28	NA
RC - Zone 4, per month (Note 2)	UUL2X	\$30.73	\$31.46	\$31.82	\$30.73	\$31.60	\$32.33	\$34.43	\$36.53	\$31.78	TBD	\$36.53	\$31.78	\$31.78	NA
NRC - 1st	UUL2X	\$331.88	\$333.38	\$334.88	\$331.88	\$333.38	\$334.88	\$337.38	\$339.88	\$335.38	NA	\$335.38	\$335.38	\$335.38	NA
NRC - Add'l	UUL2X	\$245.87	\$247.37	\$248.87	\$245.87	\$247.37	\$248.87	\$251.37	\$253.87	\$249.37	NA	\$249.37	\$249.37	\$249.37	NA
NRC - Disconnect Charge - 1st	UUL2X	\$108.48	\$109.98	\$111.48	\$108.48	\$109.98	\$111.48	\$113.98	\$115.48	\$110.98	NA	\$110.98	\$110.98	\$110.98	NA
NRC - Disconnect Charge - Add'l	UUL2X	\$71.01	\$72.51	\$74.01	\$71.01	\$72.51	\$74.01	\$76.51	\$78.01	\$73.51	NA	\$73.51	\$73.51	\$73.51	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	\$28.37	\$28.73	\$27.37	\$28.37	\$28.73	\$29.68	\$30.63	\$28.73	NA	\$28.73	\$28.73	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	\$13.97	\$14.33	\$12.97	\$13.97	\$14.33	\$15.28	\$16.23	\$12.97	NA	\$12.97	\$12.97	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	\$18.77	\$19.13	\$17.77	\$18.77	\$19.13	\$20.08	\$21.03	\$17.77	NA	\$17.77	\$17.77	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$45.99	\$46.99	\$47.35	\$45.99	\$46.99	\$47.35	\$48.30	\$49.25	\$45.99	NA	\$45.99	\$45.99	NA	NA

001/07/00 11/07/00

DESCRIPTION	USOC	RATES BY STATE										TN
		AL	FL	GA	KY	LA	MS	NC	SC			
NRC - Incremental Charge - Manual Service Order - Disconnect	USOC	\$17.77	NA	NA	NA	\$11.41	\$16.08	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$36.18	\$34.22	\$36.18	\$32.77	\$45.97	\$45.34	\$45.43	\$45.34	\$55.00	NA
2-Wire Universal Digital Carrier (UDC), assembles, per month	UDC2X	\$23.24	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Zone 1, per month	UDC2X	\$23.24	\$32.34	\$31.89	\$32.66	\$31.15	\$31.66	TBD	\$26.68	\$26.68	\$15.92	NA
Zone 2, per month	UDC2X	\$23.24	\$47.35	\$25.37	\$44.28	\$36.22	\$28.97	TBD	\$40.78	\$40.78	\$20.78	NA
Zone 3, per month	UDC2X	\$46.38	\$104.47	\$40.17	\$75.42	\$74.19	\$41.40	TBD	\$53.28	\$53.28	\$27.18	NA
Zone 4, per month	UDC2X	NA	NA	NA	NA	NA	\$54.84	NA	NA	NA	NA	NA
NRC - 1st	UDC2X	\$331.85	\$308.00	\$233.38	\$541.28	\$223.27	\$328.38	\$325.91	\$423.04	\$423.04	\$58.50	NA
NRC - Disconnect Charge - 1st	UDC2X	\$255.97	\$283.00	\$190.35	\$431.61	\$172.65	\$253.00	\$251.31	\$380.75	\$380.75	\$31.00	NA
NRC - Disconnect Charge - Addl	UDC2X	\$108.05	\$111.10	NA	NA	\$74.27	\$108.14	NA	NA	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOME2	\$57.01	\$18.26	NA	NA	\$39.44	\$67.27	NA	NA	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR	SOME2	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	NA
NRC - Service Order submitted Manually, per LSR	SOME2	NA	90.42	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$27.58	NA	\$3.94	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.84	NA	\$18.14	\$25.52	\$26.94	\$44.42	\$44.42	NA	NA
NRC - Incremental Charge - Manual Service Order - Addl	SOMAN	\$12.87	NA	\$8.42	NA	\$8.06	\$11.34	\$12.78	\$13.55	\$13.55	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$18.08	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$36.18	\$34.22	\$36.18	\$32.77	\$45.97	\$45.34	\$45.43	\$45.34	\$55.00	NA
3-Wire ADL, Compatible Loop, Incl Man Svc Inquiry & Fee Reservation	UADL2X	NA	NA	NA	NA	NA	NA	\$14.80	NA	NA	NA	NA
NRC - 1st	UADL2X	\$12.69	\$12.78	\$11.23	\$8.79	\$11.90	\$10.87	TBD	\$17.10	\$17.10	\$15.83	NA
NRC - Disconnect Charge - 1st	UADL2X	\$18.64	\$18.72	\$12.97	\$16.48	\$14.40	\$14.40	TBD	\$25.78	\$25.78	\$20.05	NA
NRC - Disconnect Charge - Addl	UADL2X	\$35.59	\$41.29	\$20.82	\$28.40	\$41.78	\$20.58	TBD	\$34.15	\$34.15	\$26.74	NA
NRC - Service Order submitted Electronically, per LSR	UADL2X	\$113.85	\$131.85	\$393.73	\$713.50	\$433.13	\$504.82	\$504.80	\$600.81	\$600.81	\$640.79	NA
NRC - Service Order submitted Manually, per LSR	UADL2X	\$484.58	\$529.81	\$328.16	\$629.44	\$310.00	\$458.24	\$458.17	\$567.33	\$567.33	\$611.84	NA
NRC - Service Order submitted Manually, per LSR - Disconnect	UADL2X	\$108.65	\$134.22	NA	NA	\$72.84	\$105.66	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	UADL2X	\$25.95	\$25.23	NA	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	NA
NRC - Incremental Charge - Manual Service Order - Addl	UADL2X	\$27.37	\$3.84	NA	\$3.94	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	UADL2X	\$17.77	NA	NA	NA	\$11.41	\$18.08	NA	NA	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$36.18	\$34.22	\$36.18	\$32.77	\$45.97	\$45.34	\$45.43	\$45.34	\$55	

DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.08	\$11.06	\$12.76	\$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$11.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	COOSL	\$45.99	\$36.18	\$34.22	\$36.18	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
3-Wire HDSL Compatible Loop, without Main Five Inquiry & Fee Return											
Standard, per month	UPL2W		NA	NA	NA	NA	NA	\$11.98	NA	NA	
Zone 1, per month	UPL2W	\$3.41	\$9.80	\$7.88	\$6.29	\$6.97	\$8.50	TBD	\$12.21	\$11.62	
Zone 2, per month	UPL2W	\$15.29	\$14.35	\$9.09	\$11.78	\$15.41	\$11.26	TBD	\$18.41	\$14.62	
Zone 3, per month	UPL2W	\$27.70	\$31.65	\$14.48	\$20.33	\$31.48	\$11.10	TBD	\$24.39	\$20.96	
Zone 4, per month	UPL2W		NA	NA	NA	NA	\$21.25	NA	NA	NA	
NRC - 1st	UPL2W	\$378.21	\$278.19	\$270.73	\$278.28	\$272.84	\$363.50	\$481.60	\$501.79		
NRC - Disconnect Charge - 1st	UPL2W	\$325.88	\$192.81	\$186.15	\$186.02	\$317.24	\$317.17	\$368.33	\$402.94		
NRC - Disconnect Charge - Add'l	UPL2W	\$108.65	\$106.29	NA	\$112.66	\$112.32	\$105.86	NA	NA		
NRC - Service Order submitted Electronically, per LSR - Disconnect	UPL2W	\$58.98	\$15.46	\$3.50	\$15.86	\$15.81	\$7.25	NA	NA		
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$0.42	NA	\$29.24	\$3.50	\$3.50	\$3.50	\$3.50		
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.84	NA	NA	NA	NA		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.84	NA	\$18.14	\$25.52	\$28.94	\$44.08		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.08	\$11.34	\$12.76	\$13.55		
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$11.06	NA	NA		
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	COOSL	\$45.99	\$36.18	\$34.22	\$36.18	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
4-Wire HDSL Compatible Loop, with Main Five Inquiry & Fee Return											
Standard, per month	UPL4W		NA	NA	NA	NA	NA	\$13.97	NA	\$17.91	
Zone 1, per month	UPL4W	\$11.62	\$14.78	\$10.39	\$7.68	\$12.97	\$10.38	TBD	\$16.21	\$15.46	
Zone 2, per month	UPL4W	\$18.71	\$21.58	\$12.00	\$14.38	\$21.76	\$13.73	TBD	\$24.45	\$19.99	
Zone 3, per month	UPL4W	\$33.90	\$47.64	\$19.07	\$24.82	\$44.44	\$19.62	TBD	\$32.38	\$27.86	
Zone 4, per month	UPL4W		NA	NA	NA	NA	\$25.90	NA	NA	NA	
NRC - 1st	UPL4W	\$402.13	\$333.40	\$229.68	\$276.78	\$392.21	\$392.35	\$408.11	\$527.70		
NRC - Disconnect Charge - 1st	UPL4W	\$352.50	\$250.01	\$205.26	\$192.02	\$245.15	\$343.63	\$343.62	\$393.78	\$428.86	
NRC - Disconnect Charge - Add'l	UPL4W										
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$0.42	NA	NA	NA	NA	NA	NA		
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$21.58	NA	\$29.24	NA	NA	NA	NA		
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.84	NA	NA	NA	NA		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.84	NA	\$18.14	\$25.52	\$28.94	\$44.08		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.08	\$11.34	\$12.76	\$13.55		
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$11.06	NA	NA		
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	COOSL	\$45.99	\$36.18	\$34.22	\$36.18	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
4-Wire HDSL Compatible Loop, without Main Five Inquiry & Fee Return											
Standard, per month	UPL4W		NA	NA	NA	NA	NA	\$13.97	NA	\$17.91	
Zone 1, per month	UPL4W	\$11.62	\$14.78	\$10.39	\$7.68	\$12.97	\$10.38	TBD	\$16.21	\$15.46	
Zone 2, per month	UPL4W	\$18.71	\$21.58	\$12.00	\$14.38	\$21.76	\$13.73	TBD	\$24.45	\$19.99	
Zone 3, per month	UPL4W	\$33.90	\$47.64	\$19.07	\$24.82	\$44.44	\$19.62	TBD	\$32.38	\$27.86	
Zone 4, per month	UPL4W		NA	NA	NA	NA	\$25.90	NA	NA	NA	
NRC - 1st	UPL4W	\$402.13	\$333.40	\$229.68	\$276.78	\$392.21	\$392.35	\$408.11	\$527.70		
NRC - Disconnect Charge - 1st	UPL4W	\$352.50	\$250.01	\$205.26	\$192.02	\$245.15	\$343.63	\$343.62	\$393.78	\$428.86	
NRC - Disconnect Charge - Add'l	UPL4W										
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$0.42	NA	NA	NA	NA	NA	NA		
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$21.58	NA	\$29.24	NA	NA	NA	NA		
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.84	NA	NA	NA	NA		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.84	NA	\$18.14	\$25.52	\$28.94	\$44.08		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.08	\$11.34	\$12.76	\$13.55		
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$11.06	NA	NA		
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	COOSL	\$45.99	\$36.18	\$34.22	\$36.18	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
4-Wire DSL Digital Loop											
NRC - Disconnect Charge - 1st	UPL4W	\$108.05	\$114.30	NA	\$122.17	\$124.19	\$105.86	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UPL4W	\$58.98	\$19.58	NA	\$20.84	\$20.86	\$20.86	NA	NA	NA	
NRC - Service Order submitted Electronically, per LSR - Disconnect	BOMEC	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$0.42	NA	NA	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$21.58	NA	\$29.24	NA	NA	NA	NA	\$19.99	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.84	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.84	NA	\$18.14	\$25.52	\$28.94	\$44.08	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.08	\$11.34	\$12.76	\$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$11.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	COOSL	\$45.99	\$36.18	\$34.22	\$36.18	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
4-Wire DSL Digital Loop											
NRC - Disconnect Charge - 1st	UPL4W	\$108.05	\$114.30	NA	\$122.17	\$124.19	\$105.86	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UPL4W	\$58.98	\$19.58	NA	\$20.84	\$20.86	\$20.86	NA	NA	NA	
NRC - Service Order submitted Electronically, per LSR - Disconnect	BOMEC	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$0.42	NA	NA	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$21.58	NA	\$29.24	NA	NA	NA	NA	\$19.99	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.84	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.84	NA	\$18.14	\$25.52	\$28.94	\$44.08	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.08	\$11.34	\$12.76	\$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$11.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	COOSL	\$45.99	\$36.18	\$34.22	\$36.18	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
4-Wire DSL Digital Loop											
NRC - Disconnect Charge - 1st	UPL4W	\$108.05	\$114.30	NA	\$122.17	\$124.19	\$105.86	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UPL4W	\$58.98	\$19.58	NA	\$20.84	\$20.86	\$20.86	NA	NA	NA	
NRC - Service Order submitted Electronically, per LSR - Disconnect	BOMEC	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$0.42	NA	NA	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$21.58	NA	\$29.24	NA	NA	NA	NA	\$19.99	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.84	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.84	NA	\$18.14	\$25.52	\$28.94	\$44.08	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.08	\$11.34	\$12.76	\$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$11.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	COOSL	\$45.99	\$36.18	\$34.22	\$36.18	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
4-Wire DSL Digital Loop											
NRC - Disconnect Charge - 1st	UPL4W	\$108.05	\$114.30	NA	\$122.17	\$124.19	\$105.86	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UPL4W	\$58.98	\$19.58	NA	\$20.84	\$20.86	\$20.86	NA	NA	NA	
NRC - Service Order submitted Electronically, per LSR - Disconnect	BOMEC	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$0.42	NA	NA	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$21.58	NA	\$29.24	NA	NA	NA	NA	\$19.99	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.84	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.84	NA	\$18.14	\$25.52	\$28.94	\$44.08	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.08	\$11.34	\$12.76	\$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$11.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	COOSL	\$45.99	\$36.18	\$34.22	\$36.18	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
4-Wire DSL Digital Loop											
NRC - Disconnect Charge - 1st	UPL4W	\$108.05	\$114.30	NA	\$122.17	\$124.19	\$105.86	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UPL4W	\$58.98	\$19.58	NA	\$20.84	\$20.86	\$20.86	NA	NA	NA	
NRC - Service Order submitted Electronically, per LSR - Disconnect	BOMEC	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$0.42	NA	NA	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$21.58	NA	\$29.24	NA	NA	NA	NA	\$19.99	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.84	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.84	NA	\$18.14	\$25.52	\$28.94	\$44.08	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.08	\$11.34	\$12.76	\$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$11.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	COOSL	\$45.99	\$36.18	\$34.22	\$36.18	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
4-Wire DSL Digital Loop											
NRC - Disconnect Charge - 1st	UPL4W	\$108.05	\$114.30	NA	\$122.17	\$124.19	\$105.86	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UPL4W	\$58.98	\$19.58	NA	\$20.84	\$20.86	\$20.86	NA	NA	NA	
NRC - Service Order submitted Electronically, per LSR - Disconnect	BOMEC	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$0.42	NA	NA	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$21.58	NA	\$29.24	NA	NA	NA	NA	\$19.99	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.84	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.84	NA	\$18.14	\$25.52	\$28.94	\$44.08	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.08	\$11.34	\$12.76	\$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$11.06	NA	NA	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	COOSL	\$45.99	\$36.18	\$34.22	\$36.18	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
4-Wire DSL Digital Loop											
NRC - Disconnect Charge - 1st	UPL4W	\$108.05	\$114.30	NA	\$122.17	\$124.19	\$105.86	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UPL4W	\$58.98	\$19.58	NA	\$20.84	\$20.86	\$20.86	NA	NA	NA	
NRC - Service Order submitted Electronically, per LSR - Disconnect	BOMEC	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$0.42	NA	NA	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$21.58	NA	\$29.24	NA	NA	NA	NA	\$19.99	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	\$3.84	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.84	NA	\$18.14	\$25.52	\$28.94	\$44.08	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.08	\$11.34	\$12.76	\$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA							

[illegible]

**BELLSOUTH/WESTMOUNT RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
NFC - Incremental Charge - Manual Service Order - Disconnect - Add	SOMAN	\$17.77	NA	\$37.86	NA	\$11.41	\$16.08	NA	\$21.00	NA	
NFC - Incremental Charge - Manual Order Coordination - per loop	UOLMC	\$18.00	\$16.31	\$36.46	\$16.31	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29	
2-Wire Line Copper Loop/Long (< or = 1800), Initial Min B1 & Fee Fee											
Zone 1, per month	UOLPW	TBD	NA	NA	NA	NA	NA	NA	\$20.81	NA	
Zone 2, per month	UOLPW	TBD	\$16.80	\$11.90	\$14.94	\$16.34	\$16.85	\$12.27	\$18.90	\$19.85	
Zone 3, per month	UOLPW	TBD	\$27.23	\$15.74	\$15.16	\$17.99	\$22.34	\$20.63	\$28.50	\$24.98	
Zone 4, per month	UOLPW	TBD	\$40.07	\$21.83	\$15.73	\$18.83	\$31.92	\$23.86	\$37.75	\$35.81	
NFC - 1st	UOLPW	NA	NA	NA	NA	NA	\$42.13	NA	NA	NA	
NFC - Add	UOLPW	\$375.21	\$257.00	\$154.13	\$259.09	\$263.48	\$365.82	\$311.00	\$461.61	\$131.01	
NFC - Disconnect Charge - 1st	UOLPW	\$325.58	\$173.62	\$139.75	\$174.35	\$168.86	\$317.24	\$251.00	\$368.33	\$95.63	
NFC - Disconnect Charge - Add	UOLPW	TBD	\$108.29	\$140.73	\$112.86	\$112.32	\$106.86	NA	NA	\$74.54	
NFC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$15.81	\$57.25	NA	NA	\$39.14	
NFC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NFC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA	NA	
NFC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	NA	\$3.84	NA	NA	NA	\$19.99	
NFC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$47.00	NA	NA	NA	\$18.14	\$25.52	\$25.94	\$27.00	NA	
NFC - Incremental Charge - Manual Service Order - Add	SOMAN	\$21.00	NA	NA	NA	\$8.08	\$11.34	\$12.78	\$25.52	NA	
NFC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.08	NA	\$21.00	NA	
NFC - Incremental Charge - Manual Service Order - Disconnect - Add	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.08	NA	\$21.00	NA	
NFC - Incremental Charge - Manual Order Coordination - per loop	UOLMC	\$18.00	\$16.31	\$36.46	\$16.31	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29	
2-Wire Line Copper Loop/Long (> 1800), Initial Min B1 & Fee Fee											
Zone 1, per month	UOLPW	\$40.00	NA	\$37.00	NA	NA	NA	NA	NA	NA	
Zone 2, per month	UOLPW	TBD	\$48.79	TBD	\$36.19	\$43.92	\$18.85	\$38.68	\$18.90	\$19.85	
Zone 3, per month	UOLPW	TBD	\$58.13	TBD	\$49.31	\$59.78	\$22.34	\$64.03	\$28.50	\$24.98	
Zone 4, per month	UOLPW	NA	\$71.17	TBD	\$80.78	\$104.74	\$31.92	\$73.89	\$37.75	\$35.81	
NFC - 1st	UOLPW	NA	NA	NA	NA	NA	\$42.13	NA	NA	NA	
NFC - Add	UOLPW	\$375.21	\$199.01	\$154.13	\$200.37	\$200.08	\$365.82	\$311.00	\$461.61	\$131.01	
NFC - Disconnect Charge - 1st	UOLPW	\$325.58	\$115.63	\$139.75	\$115.63	\$115.48	\$317.24	\$251.00	\$368.33	\$95.63	
NFC - Disconnect Charge - Add	UOLPW	NA	\$108.29	TBD	\$112.86	\$112.32	\$106.86	NA	NA	\$74.54	
NFC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$15.81	\$57.25	NA	NA	\$39.14	
NFC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NFC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA	NA	
NFC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	NA	\$3.84	NA	NA	NA	\$19.99	
NFC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$47.00	NA	\$18.94	\$47.00	\$18.14	\$25.52	\$28.94	\$47.00	NA	
NFC - Incremental Charge - Manual Service Order - Add	SOMAN	\$21.00	NA	\$8.42	NA	\$8.08	\$11.34	\$12.78	\$25.52	NA	
NFC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	\$142.27	NA	\$11.41	\$16.08	NA	\$21.00	NA	
NFC - Incremental Charge - Manual Service Order - Disconnect - Add	SOMAN	\$17.77	NA	\$37.68	NA	\$11.41	\$16.08	NA	\$21.00	NA	
NFC - Incremental Charge - Manual Order Coordination - per loop	UOLMC	\$18.00	\$16.31	\$36.46	\$16.31	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29	
2-Wire Line Copper Loop/Long (> 1800), Initial Min B1 & Fee Fee											
Zone 1, per month	UOLPW	\$40.00	NA	\$37.00	NA	NA	NA	NA	NA	NA	
Zone 2, per month	UOLPW	TBD	\$48.79	TBD	\$36.19	\$43.92	\$18.85	\$38.68	\$18.90	\$19.85	
Zone 3, per month	UOLPW	TBD	\$58.13	TBD	\$49.31	\$59.78	\$22.34	\$64.03	\$28.50	\$24.98	
Zone 4, per month	UOLPW	NA	\$71.17	TBD	\$80.78	\$104.74	\$31.92	\$73.89	\$37.75	\$35.81	
NFC - 1st	UOLPW	NA	NA	NA	NA	NA	\$42.13	NA	NA	NA	
NFC - Add	UOLPW	\$375.21	\$199.01	\$154.13	\$200.37	\$200.08	\$365.82	\$311.00	\$461.61	\$131.01	
NFC - Disconnect Charge - 1st	UOLPW	\$325.58	\$115.63	\$139.75	\$115.63	\$115.48	\$317.24	\$251.00	\$368.33	\$95.63	
NFC - Disconnect Charge - Add	UOLPW	NA	\$108.29	TBD	\$112.86	\$112.32	\$106.86	NA	NA	\$74.54	
NFC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$15.81	\$57.25	NA	NA	\$39.14	
NFC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NFC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA	NA	
NFC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$3.84	NA	NA	\$3.84	NA	NA	NA	\$19.99	
NFC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$47.00	NA	TBD	NA	\$18.14	\$25.52	\$28.94	\$47.00	NA	
NFC - Incremental Charge - Manual Service Order - Add	SOMAN	\$21.00	NA	TBD	NA	\$8.08	\$11.34	\$12.78	\$25.52	NA	
NFC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	TBD	NA	\$11.41	\$16.08	NA	\$21.00	NA	
NFC - Incremental Charge - Manual Service Order - Disconnect - Add	SOMAN	\$17.77	NA	TBD	NA	\$11.41	\$16.08	NA	\$21.00	NA	
NFC - Incremental Charge - Manual Order Coordination - per loop	UOLMC	\$18.00	\$16.31	\$36.46	\$16.31	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29	
4-Wire Line Copper Loop/Long (< or = 1800), Initial Min B1 & Fee Fee											
Zone 1, per month	UOLPW	TBD	NA	\$19.34	NA	NA	NA	NA	NA	NA	
Zone 2, per month	UOLPW	TBD	\$25.14	\$25.28	\$25.28	\$29.14	\$25.00	\$18.48	\$25.00	\$25.00	
Zone 3, per month	UOLPW	TBD	\$30.53	\$19.22	\$21.00	\$38.62	\$27.50	\$27.50	\$27.50	\$27.50	
Zone 4, per month	UOLPW	TBD	\$32.24	\$30.05	\$19.08	\$28.75	\$30.14	\$30.00	\$30.00	\$30.00	
NFC - 1st	UOLPW	NA	NA	NA	NA	NA	\$35.00	NA	NA	NA	
NFC - Add	UOLPW	\$438.27	\$333.90	\$440.35	\$440.35	\$434.49	\$600.00	\$400.00	\$400.00	\$400.00	
NFC - Disconnect Charge - 1st	UOLPW	TBD	\$299.64	\$162.61	\$394.74	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	
NFC - Disconnect Charge - Add	UOLPW	TBD	\$161.19	\$156.25	\$171.58	\$174.43	\$150.00	\$150.00	\$150.00	\$150.00	

August 3000: 1107/100

DESCRIPTION	LRQC	AL	FL	GA	KY	LA	RATES BY STATE					
							MS	NC	SC	TN		
NRC - Disconnect Charge - Adst	UCL4S	TBO	\$319.78	\$411.96	\$41.90	\$42.60	\$40.00	\$40.00	\$40.00	\$40.00		
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50		
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA		
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$211.56	NA	\$29.74	NA	NA	NA	NA	\$19.99		
NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$3.94	NA	\$3.94	NA	NA	NA	NA	NA		
NRC - Incremental Charge - Manual Service Order - 1st	TBO	NA	NA	NA	NA	\$18.14	\$25.32	\$26.94	\$47.00	NA		
NRC - Incremental Charge - Manual Service Order - Adst	SOMAN	TBO	NA	NA	NA	\$8.08	\$11.34	\$12.76	\$25.52	NA		
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBO	NA	NA	NA	\$11.41	\$16.08	NA	\$21.00	NA		
NRC - Incremental Charge - Manual Service Order - Disconnect - Adst	SOMAN	TBO	NA	NA	NA	\$11.41	\$16.08	NA	\$21.00	NA		
NRC - Incremental Charge - Manual Order Coordination - per loop	UCL4C	TBO	\$18.31	\$36.48	\$18.31	\$32.77	\$45.27	\$18.00	\$45.43	\$34.29		
4-Wire Unit Copper Loop/Less (c = 1000), without Blk B & Fns Pns												
NRC - Disconnect Charge - 1st	UCL4W	TBO	NA	\$19.34	NA	NA	NA	NA	NA	NA		
NRC - Disconnect Charge - 2nd	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 3rd	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 4th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 5th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 6th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 7th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 8th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 9th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 10th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 11th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 12th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 13th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 14th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 15th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 16th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 17th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 18th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 19th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 20th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 21st	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 22nd	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 23rd	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 24th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 25th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 26th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 27th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 28th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 29th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 30th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 31st	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 32nd	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 33rd	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 34th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 35th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 36th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 37th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 38th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 39th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 40th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 41st	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 42nd	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 43rd	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 44th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 45th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 46th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 47th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 48th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 49th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 50th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 51st	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 52nd	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 53rd	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 54th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 55th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 56th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 57th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 58th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 59th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 60th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 61st	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 62nd	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 63rd	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 64th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 65th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 66th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 67th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 68th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 69th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 70th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 71st	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 72nd	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 73rd	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 74th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 75th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 76th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 77th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 78th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 79th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 80th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 81st	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 82nd	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 83rd	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 84th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 85th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 86th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 87th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 88th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 89th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 90th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 91st	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 92nd	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 93rd	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 94th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 95th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 96th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 97th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 98th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 99th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49	\$27.50	\$27.50		
NRC - Disconnect Charge - 100th	UCL4W	TBO	\$25.54	\$16.65	\$25.26	\$29.14	\$25.00	\$18.49				

**SOUTHWESTERN BATES
NETWORK ELEMENTS
AND OTHER SERVICES**

DESCRIPTION	UROC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	\$8.08	\$11.34	\$12.76	\$25.52	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	\$11.41	\$18.06	NA	\$21.00	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	TBD	NA	NA	NA	\$11.41	\$18.06	NA	\$21.00	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	LOC MC	TBD	\$18.31	\$36.48	\$18.31	\$32.77	\$45.27	\$18.00	\$45.43	\$34.29
OC3 Local Loop										
OC3 Unbundled Local Loop - per mile	ILAND	\$10.85	\$11.77	\$8.90	\$43.69	\$11.26	\$54.39	\$32.53	\$15.53	\$30.53
OC3 Unbundled Local Loop - per Facility Termination	LESIX	\$404.56	\$404.56	\$390.34	\$436.96	\$427.81	\$427.81	\$427.81	\$421.80	\$400.21
NRC - Facility Termination - 1st	LESIX	\$404.56	\$404.56	\$390.34	\$436.96	\$427.81	\$427.81	\$427.81	\$421.80	\$400.21
NRC - Facility Termination - Add'l	LESIX	\$404.56	\$404.56	\$390.34	\$436.96	\$427.81	\$427.81	\$427.81	\$421.80	\$400.21
NRC - Facility Termination - Disconnect - 1st	LESIX	\$404.56	\$404.56	\$390.34	\$436.96	\$427.81	\$427.81	\$427.81	\$421.80	\$400.21
NRC - Facility Termination - Disconnect - Add'l	LESIX	\$404.56	\$404.56	\$390.34	\$436.96	\$427.81	\$427.81	\$427.81	\$421.80	\$400.21
NRC - Manual Svc Order - per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	\$30.59	NA	NA	\$100.59
NRC - Manual Svc Order - per LSR disconnect	SOMAN	NA	\$21.56	NA	\$19.99	NA	\$30.59	NA	NA	\$100.59
NRC - Electronic Svc Order - per LSR	SOMAN	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order - per LSR disconnect	SOMAN	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Incremental Charge - Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	\$50.25	\$34.92	\$69.62	\$29.78	\$54.28	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	\$50.25	\$34.92	\$69.62	\$29.78	\$54.28	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1st	SOMAN	\$19.03	NA	\$18.03	\$20.94	\$20.94	\$28.59	NA	NA	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	SOMAN	\$19.03	NA	\$18.03	\$20.94	\$20.94	\$28.59	NA	NA	NA
OC3 Local Loop										
OC3 Unbundled Local Loop - per mile	ILAND	\$10.85	\$11.77	\$8.90	\$43.69	\$11.26	\$54.39	\$32.53	\$15.53	\$30.53
OC3 Unbundled Local Loop - per Facility Termination	LOC1	\$404.56	\$404.56	\$390.34	\$436.96	\$427.81	\$427.81	\$427.81	\$421.80	\$400.21
NRC - Facility Termination - 1st	LOC1	\$404.56	\$404.56	\$390.34	\$436.96	\$427.81	\$427.81	\$427.81	\$421.80	\$400.21
NRC - Facility Termination - Add'l	LOC1	\$404.56	\$404.56	\$390.34	\$436.96	\$427.81	\$427.81	\$427.81	\$421.80	\$400.21
NRC - Facility Termination - Disconnect - 1st	LOC1	\$404.56	\$404.56	\$390.34	\$436.96	\$427.81	\$427.81	\$427.81	\$421.80	\$400.21
NRC - Facility Termination - Disconnect - Add'l	LOC1	\$404.56	\$404.56	\$390.34	\$436.96	\$427.81	\$427.81	\$427.81	\$421.80	\$400.21
NRC - Manual Svc Order - per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	\$30.59	NA	NA	\$100.59
NRC - Manual Svc Order - per LSR disconnect	SOMAN	NA	\$21.56	NA	\$19.99	NA	\$30.59	NA	NA	\$100.59
NRC - Electronic Svc Order - per LSR	SOMAN	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order - per LSR disconnect	SOMAN	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Incremental Charge - Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	\$50.25	\$34.92	\$69.62	\$29.78	\$54.28	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	\$50.25	\$34.92	\$69.62	\$29.78	\$54.28	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1st	SOMAN	\$19.03	NA	\$18.03	\$20.94	\$20.94	\$28.59	NA	NA	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	SOMAN	\$19.03	NA	\$18.03	\$20.94	\$20.94	\$28.59	NA	NA	NA
OC3 Local Loop										
OC3 Unbundled Local Loop - per mile	ILAND	\$10.85	\$11.77	\$8.90	\$43.69	\$11.26	\$54.39	\$32.53	\$15.53	\$30.53
OC3 Unbundled Local Loop - per Facility Termination	LOC1	\$404.56	\$404.56	\$390.34	\$436.96	\$427.81	\$427.81	\$427.81	\$421.80	\$400.21
NRC - Facility Termination - 1st	LOC1	\$404.56	\$404.56	\$390.34	\$436.96	\$427.81	\$427.81	\$427.81	\$421.80	\$400.21
NRC - Facility Termination - Add'l	LOC1	\$404.56	\$404.56	\$390.34	\$436.96	\$427.81	\$427.81	\$427.81	\$421.80	\$400.21
NRC - Facility Termination - Disconnect - 1st	LOC1	\$404.56	\$404.56	\$390.34	\$436.96	\$427.81	\$427.81	\$427.81	\$421.80	\$400.21
NRC - Facility Termination - Disconnect - Add'l	LOC1	\$404.56	\$404.56	\$390.34	\$436.96	\$427.81	\$427.81	\$427.81	\$421.80	\$400.21
NRC - Manual Svc Order - per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	\$30.59	NA	NA	\$100.59
NRC - Manual Svc Order - per LSR disconnect	SOMAN	NA	\$21.56	NA	\$19.99	NA	\$30.59	NA	NA	\$100.59
NRC - Electronic Svc Order - per LSR	SOMAN	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order - per LSR disconnect	SOMAN	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Incremental Charge - Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	\$50.25	\$34.92	\$69.62	\$29.78	\$54.28	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	\$50.25	\$34.92	\$69.62	\$29.78	\$54.28	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1st	SOMAN	\$19.03	NA	\$18.03	\$20.94	\$20.94	\$28.59	NA	NA	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	SOMAN	\$19.03	NA	\$18.03	\$20.94	\$20.94	\$28.59	NA	NA	NA
OC12 Local Loop										
OC12 Unbundled Local Loop - per mile	ILAND	\$10.13	\$10.99	\$8.31	\$40.80	\$36.40	\$50.78	\$30.38	\$14.50	\$28.51
OC12 Unbundled Local Loop - per Facility Termination	LOC1	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567
NRC - Facility Termination - 1st	LOC1	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567
NRC - Facility Termination - Add'l	LOC1	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567
NRC - Facility Termination - Disconnect - 1st	LOC1	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567
NRC - Facility Termination - Disconnect - Add'l	LOC1	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567	\$2,567
NRC - Manual Svc Order - per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	\$30.59	NA	NA	\$100.59
NRC - Manual Svc Order - per LSR disconnect	SOMAN	NA	\$21.56	NA	\$19.99	NA	\$30.59	NA	NA	\$100.59
NRC - Electronic Svc Order - per LSR	SOMAN	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order - per LSR disconnect	SOMAN	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Incremental Charge - Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	\$50.25	\$34.92	\$69.62	\$29.78	\$54.28	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	\$50.25	\$34.92	\$69.62	\$29.78	\$54.28	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1st	SOMAN	\$19.03	NA	\$18.03	\$20.94	\$20.94	\$28.59	NA	NA	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	SOMAN	\$19.03	NA	\$18.03	\$20.94	\$20.94	\$28.59	NA	NA	NA
OC48 Local Loop										
OC48 Unbundled Local Loop - per mile	ILAND	\$53.22	\$56.04	\$27.25	\$133.84	\$119.40	\$166.59	\$170.02	\$173.57	\$33.50
OC48 Unbundled Local Loop - per Facility Termination	LOC1	\$1,713	\$1,713	\$1,713	\$1,713	\$1,713	\$1,713	\$1,713	\$1,713	\$1,713
OC48 Unbundled Local Loop - per Facility Termination on OC48 Facility	LOC1	\$1,713	\$1,713	\$1,713	\$1,713	\$1,713	\$1,713	\$1,713	\$1,713	\$1,713

Section 300.11.07.00

RELLIOUTHWEIROUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	RATES BY STATE														TN
	AL	FL	GA	KY	LA	MS	NC	SC	GA	NC	SC	VA	WV	MD	
USOC - Incremental Charge - Manual Service Order - Addl	TBD	NA	NA	NA	NA	TBD	NA	NA	NA	NA	NA	NA	NA	NA	TBD
SOMAN - Incremental Charge - Manual Service Order - Disconnect	TBD	NA	NA	NA	NA	TBD	NA	NA	NA	NA	NA	NA	NA	NA	TBD
USBMC - Incremental Charge - Manual Order Coordination - per loop	\$51.29	\$16.31	\$34.22	\$16.31	\$16.31	TBD	\$45.34	\$45.34	\$45.34	\$45.34	\$45.34	\$45.34	\$45.34	\$45.34	TBD
Loop Distribution per 2 Wires Unbundled Copper Sub-Loop, per month															
Zone 1, per month															
Zone 2, per month															
Zone 3, per month															
Zone 4, per month															
NRC - 1st															
NRC - Disconnect Charge - 1st	\$138.35	\$139.20	TBD	\$139.19	\$138.99	TBD	\$137.10	\$212.46	TBD						
NRC - Disconnect Charge - Addl	\$60.00	\$61.94	TBD	\$61.93	\$61.64	TBD	\$60.24	\$70.03	TBD						
NRC - Service Order submitted Electronically, per LSR	\$99.54	\$98.49	TBD	\$101.18	\$100.70	TBD	\$78.54	NA	TBD						
NRC - Service Order submitted Electronically, per LSR - Disconnect	\$14.06	\$13.06	TBD	\$13.44	\$13.37	TBD	\$10.81	NA	TBD						
NRC - Service Order submitted Electronically, per LSR - Disconnect	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD						
NRC - Service Order submitted Electronically, per LSR - Disconnect	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD						
NRC - Service Order submitted Electronically, per LSR - Disconnect	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD						
NRC - Incremental Charge - Manual Service Order - 1st	TBD	NA	NA	\$3.94	NA	TBD	NA	NA	TBD						
NRC - Incremental Charge - Manual Service Order - Addl	TBD	NA	NA	NA	NA	TBD	NA	NA	TBD						
NRC - Incremental Charge - Manual Service Order - Disconnect	TBD	NA	NA	NA	NA	TBD	NA	NA	TBD						
NRC - Incremental Charge - Manual Service Order - Disconnect	\$51.29	\$18.31	TBD	\$16.31	\$16.29	TBD	\$45.34	\$45.34	TBD						
Loop Distribution per 2 Wires Unbundled Copper Sub-Loop, per month															
Zone 1, per month															
Zone 2, per month															
Zone 3, per month															
Zone 4, per month															
NRC - 1st															
NRC - Disconnect Charge - 1st	\$181.59	\$186.68	TBD	\$185.67	\$185.43	TBD	\$182.24	\$238.46	TBD						
NRC - Disconnect Charge - Addl	\$65.04	\$68.42	TBD	\$66.41	\$66.29	TBD	\$65.36	\$97.41	TBD						
NRC - Service Order submitted Electronically, per LSR	\$107.24	\$104.31	TBD	\$108.94	\$111.78	TBD	\$78.54	NA	TBD						
NRC - Service Order submitted Electronically, per LSR - Disconnect	\$18.46	\$17.15	TBD	\$18.08	\$18.46	TBD	\$13.53	NA	TBD						
NRC - Service Order submitted Electronically, per LSR - Disconnect	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD						
NRC - Service Order submitted Electronically, per LSR - Disconnect	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD						
NRC - Service Order submitted Electronically, per LSR - Disconnect	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD						
NRC - Incremental Charge - Manual Service Order - 1st	TBD	NA	NA	\$3.94	NA	TBD	NA	NA	TBD						
NRC - Incremental Charge - Manual Service Order - Addl	TBD	NA	NA	NA	NA	TBD	NA	NA	TBD						
NRC - Incremental Charge - Manual Service Order - Disconnect	TBD	NA	NA	NA	NA	TBD	NA	NA	TBD						
NRC - Incremental Charge - Manual Service Order - Disconnect	\$51.29	\$18.31	TBD	\$16.31	\$16.29	TBD	\$45.34	\$45.34	TBD						
Sub-Loop Interfacing (NRC Cable (also fiber cable), 2W ending, per mo															
NRC - 1st															
NRC - Disconnect Charge - 1st	\$13.31	\$13.31	TBD	\$13.31	\$13.31	TBD	\$13.31	\$13.31	TBD						
NRC - Disconnect Charge - Addl	\$13.31	\$13.31	TBD	\$13.31	\$13.31	TBD	\$13.31	\$13.31	TBD						
NRC - Service Order submitted Electronically, per LSR	\$50.44	\$36.38	\$41.59	\$36.35	\$35.12	TBD	\$37.20	\$47.09	\$45.63						
NRC - Service Order submitted Electronically, per LSR - Disconnect	\$59.64	\$45.49	\$115.06	\$45.49	\$45.18	TBD	\$78.54	NA	\$126.85						
NRC - Service Order submitted Electronically, per LSR - Disconnect	\$14.06	\$13.06	\$13.44	\$13.44	\$13.82	TBD	\$10.81	NA	\$21.32						
NRC - Service Order submitted Electronically, per LSR - Disconnect	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	\$3.50						
NRC - Service Order submitted Electronically, per LSR - Disconnect	NA	\$0.42	NA	NA	NA	TBD	NA	NA	NA						
NRC - Service Order submitted Electronically, per LSR - Disconnect	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	\$19.99						
NRC - Incremental Charge - Manual Service Order - 1st	TBD	NA	NA	\$3.94	NA	TBD	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - Addl	TBD	NA	NA	NA	NA	TBD	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - Disconnect	TBD	NA	NA	NA	NA	TBD	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - Disconnect	\$51.29	\$18.31	\$34.22	\$16.31	\$16.29	TBD	\$45.34	\$45.34	\$45.34						
Sub-Loop Interfacing (NRC Cable (also fiber cable), 4W ending, per mo															
NRC - 1st															
NRC - Disconnect Charge - 1st	\$50.42	\$48.84	\$55.11	\$48.84	\$47.70	TBD	\$50.82	\$60.40	\$60.40						
NRC - Disconnect Charge - Addl	\$107.45	\$104.31	\$122.17	\$103.94	\$101.05	TBD	\$127.87	\$150.42	\$150.42						
NRC - Service Order submitted Electronically, per LSR	\$14.58	\$13.15	\$13.57	\$13.06	\$12.81	TBD	\$10.81	NA	\$21.78						
NRC - Service Order submitted Electronically, per LSR - Disconnect	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	\$3.50						
NRC - Service Order submitted Electronically, per LSR - Disconnect	NA	\$0.42	NA	NA	NA	TBD	NA	NA	NA						
NRC - Service Order submitted Electronically, per LSR - Disconnect	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	\$19.99						
NRC - Incremental Charge - Manual Service Order - 1st	TBD	NA	NA	\$3.94	NA	TBD	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - Addl	TBD	NA	NA	NA	NA	TBD	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - Disconnect	TBD	NA	NA	NA	NA	TBD	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - Disconnect	\$51.29	\$18.31	\$34.22	\$16.31	\$16.29	TBD	\$45.34	\$45.34	\$45.34						
Sub-Loop Interfacing (NRC Cable (also fiber cable), 4W ending, per mo															
NRC - 1st															
NRC - Disconnect Charge - 1st	\$50.42	\$48.84	\$55.11	\$48.84	\$47.70	TBD	\$50.82	\$60.40	\$60.40						
NRC - Disconnect Charge - Addl	\$107.45	\$104.31	\$122.17	\$103.94	\$101.05	TBD	\$127.87	\$150.42	\$150.42						
NRC - Service Order submitted Electronically, per LSR	\$14.58	\$13.15	\$13.57	\$13.06	\$12.81	TBD	\$10.81	NA	\$21.78						
NRC - Service Order submitted Electronically, per LSR - Disconnect	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	\$3.50						
NRC - Service Order submitted Electronically, per LSR - Disconnect	NA	\$0.42	NA	NA	NA	TBD	NA	NA	NA						
NRC - Service Order submitted Electronically, per LSR - Disconnect	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	\$19.99						
NRC - Incremental Charge - Manual Service Order - 1st	TBD	NA	NA	\$3.94	NA	TBD	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - Addl	TBD	NA	NA	NA	NA	TBD	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - Disconnect	TBD	NA	NA	NA	NA	TBD	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - Disconnect	\$51.29	\$18.31	\$34.22	\$16.31	\$16.29	TBD	\$45.34	\$45.34	\$45.34						
Sub-Loop Interfacing (NRC Cable (also fiber cable), 4W ending, per mo															
NRC - 1st															
NRC - Disconnect Charge - 1st	\$50.42	\$48.84	\$55.11	\$48.84	\$47.70	TBD	\$50.82	\$60.40	\$60.40						
NRC - Disconnect Charge - Addl	\$107.45	\$104.31	\$122.17	\$103.94	\$101.05	TBD	\$127.87	\$150.42	\$150.42						
NRC - Service Order submitted Electronically, per LSR	\$14.58	\$13.15	\$13.57	\$13.06	\$12.81	TBD	\$10.81	NA	\$21.78						
NRC - Service Order submitted Electronically, per LSR - Disconnect	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	\$3.50						
NRC - Service Order submitted Electronically, per LSR - Disconnect	NA	\$0.42	NA	NA	NA	TBD	NA	NA	NA						
NRC - Service Order submitted Electronically, per LSR - Disconnect	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	\$19.99						
NRC - Incremental Charge - Manual Service Order - 1st	TBD	NA	NA	\$3.94	NA	TBD	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - Addl	TBD	NA	NA	NA	NA	TBD	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - Disconnect	TBD	NA	NA	NA	NA	TBD	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - Disconnect	\$51.29	\$18.31	\$34.22	\$16.31	\$16.29	TBD	\$45.34	\$45.34	\$45.34						
Sub-Loop Interfacing (NRC Cable (also fiber cable), 4W ending, per mo															
NRC - 1st															
NRC - Disconnect Charge - 1st	\$50.42	\$48.84	\$55.11	\$48.84	\$47.70	TBD	\$50.82	\$60.40	\$60.40						
NRC - Disconnect Charge - Addl	\$107.45	\$104.31	\$122.17	\$103.94	\$101.05	TBD	\$127.87	\$150.42	\$150.42						
NRC - Service Order submitted Electronically, per LSR	\$14.58	\$13.15	\$13.57	\$13.06	\$12.81	TBD	\$10.81	NA	\$21.78						
NRC - Service Order submitted Electronically, per LSR - Disconnect	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	\$3.50						
NRC - Service Order submitted Electronically, per LSR - Disconnect	NA	\$0.42	NA	NA	NA	TBD	NA	NA	NA						
NRC - Service Order submitted Electronically, per LSR - Disconnect	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	\$19.99						
NRC - Incremental Charge - Manual Service Order - 1st	TBD	NA	NA	\$3.94	NA	TBD	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - Addl	TBD	NA	NA	NA	NA	TBD	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - Disconnect	TBD	NA	NA	NA	NA	TBD	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - Disconnect	\$51.29	\$18.31	\$34.22	\$16.31	\$16.29	TBD	\$45.34	\$45.34	\$45.34						
Sub-Loop Interfacing (NRC Cable (also fiber cable), 4W ending, per mo															
NRC - 1st															
NRC - Disconnect Charge - 1st	\$50.42	\$48.84	\$55.11	\$48.84	\$47.70	TBD	\$50.82	\$60.40	\$60.40						
NRC - Disconnect Charge - Addl	\$107.45	\$104.31	\$122.17	\$103.94	\$101.05	TBD	\$127.87	\$150.42	\$150.42						
NRC - Service Order submitted Electronically, per LSR	\$14.58	\$13.15	\$13.57	\$13.06	\$12.81	TBD	\$10.81	NA	\$21.78						
NRC - Service Order submitted Electronically, per LSR - Disconnect	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	\$3.50						
NRC - Service Order submitted Electronically, per LSR - Disconnect	NA	\$0.42	NA	NA	NA	TBD	NA	NA	NA						
NRC - Service Order submitted Electronically, per LSR - Disconnect	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	\$19.99						
NRC - Incremental Charge - Manual Service Order - 1st	TBD	NA	NA	\$3.94	NA	TBD	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - Addl	TBD	NA	NA	NA	NA	TBD	NA	NA	NA						
NRC - Incremental Charge - Manual Service Order - Disconnect	TBD	NA	NA												

MILL/ROUTINE/OUTLINES RATES
 NETWORK ELEMENTS
 AND OTHER SERVICES

DESCRIPTION	RATES BY STATE											
	USDC	AL	FL	GA	KY	LA	MS	NC	SC	TN		
2-Wire Analog VO Ground-Start Unbundled Sub-Loop Feeder, per month												
Zone 1, per month	USBFA	\$13.48	NA	\$4.58	NA	NA	TBD	NA	\$10.06	NA		
Zone 2, per month	USBFA	TBD	\$10.75	TBD	\$10.36	\$11.01	TBD	NA	\$8.92	TBD		
Zone 3, per month	USBFA	TBD	\$11.57	TBD	\$13.36	\$13.36	TBD	\$14.10	NA	TBD		
Zone 4, per month	USBFA	TBD	\$13.31	TBD	\$19.69	\$21.56	TBD	\$18.11	NA	TBD		
NRC - 1st	USBFA	NA	NA	NA	NA	NA	NA	NA	NA	NA		
NRC - Disconnect Charge - 1st	USBFA	\$198.42	\$103.65	\$208.44	\$192.57	\$192.30	TBD	\$122.73	\$199.27	TBD		
NRC - Disconnect Charge - Add'l	USBFA	\$118.66	\$113.00	\$170.05	\$111.96	\$111.87	TBD	\$46.61	\$40.33	TBD		
NRC - Service Order submitted Electronically, per LSR	USBFA	\$119.35	\$118.59	TBD	\$26.79	\$26.66	TBD	\$17.88	NA	TBD		
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD		
NRC - Service Order submitted Electronically, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD		
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD		
NRC - Service Order submitted Electronically, per LSR	SOMAN	NA	\$3.84	NA	\$3.84	NA	TBD	NA	NA	TBD		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	\$18.94	NA	\$18.14	TBD	\$28.94	NA	TBD		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	\$4.42	NA	\$4.06	TBD	\$12.76	NA	TBD		
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	\$11.41	TBD	\$15.12	NA	TBD		
2-Wire Analog VO Loop-Start Unbundled Sub-Loop Feeder, per month												
Zone 1, per month	USBFB	\$13.48	NA	\$4.58	NA	NA	TBD	NA	\$10.06	NA		
Zone 2, per month	USBFB	TBD	\$10.75	TBD	\$10.36	\$11.01	TBD	\$8.92	NA	TBD		
Zone 3, per month	USBFB	TBD	\$11.57	TBD	\$13.36	\$13.36	TBD	\$14.10	NA	TBD		
Zone 4, per month	USBFB	TBD	\$13.31	TBD	\$19.69	\$21.56	TBD	\$18.11	NA	TBD		
NRC - 1st	USBFB	NA	NA	NA	NA	NA	TBD	NA	NA	TBD		
NRC - Disconnect Charge - 1st	USBFB	\$198.42	\$103.65	\$208.44	\$192.57	\$192.30	TBD	\$122.73	\$199.27	TBD		
NRC - Disconnect Charge - Add'l	USBFB	\$118.66	\$113.00	\$170.05	\$111.96	\$111.87	TBD	\$46.61	\$40.33	TBD		
NRC - Service Order submitted Electronically, per LSR	USBFB	\$119.35	\$118.59	TBD	\$26.79	\$26.66	TBD	\$17.88	NA	TBD		
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD		
NRC - Service Order submitted Electronically, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD		
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD		
NRC - Service Order submitted Electronically, per LSR	SOMAN	NA	\$3.84	NA	\$3.84	NA	TBD	NA	NA	TBD		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	\$18.94	NA	\$18.14	TBD	\$28.94	NA	TBD		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	\$4.42	NA	\$4.06	TBD	\$12.76	NA	TBD		
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	\$11.41	TBD	\$15.12	NA	TBD		
2-Wire Analog VO Reverse Battery Unb Sub-Loop Feeder, per mo												
Zone 1, per month	USBFC	\$13.48	NA	\$4.58	NA	NA	TBD	NA	\$10.06	NA		
Zone 2, per month	USBFC	TBD	\$10.75	TBD	\$10.36	\$11.01	TBD	\$8.92	NA	TBD		
Zone 3, per month	USBFC	TBD	\$11.57	TBD	\$13.36	\$13.36	TBD	\$14.10	NA	TBD		
Zone 4, per month	USBFC	TBD	\$13.31	TBD	\$19.69	\$21.56	TBD	\$18.11	NA	TBD		
NRC - 1st	USBFC	NA	NA	NA	NA	NA	TBD	NA	NA	TBD		
NRC - Disconnect Charge - 1st	USBFC	\$198.42	\$103.65	\$208.44	\$192.57	\$192.30	TBD	\$122.73	\$199.27	TBD		
NRC - Disconnect Charge - Add'l	USBFC	\$118.66	\$113.00	\$170.05	\$111.96	\$111.87	TBD	\$46.61	\$40.33	TBD		
NRC - Service Order submitted Electronically, per LSR	USBFC	\$119.35	\$118.59	TBD	\$26.79	\$26.66	TBD	\$17.88	NA	TBD		
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD		
NRC - Service Order submitted Electronically, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD		
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD		
NRC - Service Order submitted Electronically, per LSR	SOMAN	NA	\$3.84	NA	\$3.84	NA	TBD	NA	NA	TBD		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	\$18.94	NA	\$18.14	TBD	\$28.94	NA	TBD		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	\$4.42	NA	\$4.06	TBD	\$12.76	NA	TBD		
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	\$11.41	TBD	\$15.12	NA	TBD		
4-Wire Analog VO Ground-Start Unbundled Sub-Loop Feeder, per month												
Zone 1, per month	USBFD	\$24.94	NA	\$19.91	NA	NA	NA	NA	\$10.22	NA		
Zone 2, per month	USBFD	TBD	\$23.35	TBD	\$20.89	\$21.91	TBD	\$21.91	NA	TBD		
Zone 3, per month	USBFD	TBD	\$27.94	TBD	\$26.12	\$27.00	TBD	\$25.92	NA	TBD		
Zone 4, per month	USBFD	TBD	\$40.51	TBD	\$29.90	\$25.81	TBD	\$41.37	NA	TBD		
NRC - 1st	USBFD	NA	NA	NA	NA	NA	TBD	NA	NA	TBD		
NRC - Disconnect Charge - 1st	USBFD	\$224.21	\$222.74	\$243.41	\$221.19	\$220.87	TBD	\$235.34	\$232.78	TBD		
NRC - Disconnect Charge - Add'l	USBFD	\$142.46	\$140.22	\$161.32	\$130.67	\$138.47	TBD	\$144.26	\$141.92	TBD		
NRC - Service Order submitted Electronically, per LSR	USBFD	\$131.15	\$127.44	\$134.77	\$133.53	\$135.74	TBD	\$136.50	\$134.25	TBD		
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD		
NRC - Service Order submitted Electronically, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD		
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD		
NRC - Service Order submitted Electronically, per LSR	SOMAN	NA	\$3.84	NA	\$3.84	NA	TBD	NA	NA	TBD		
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	\$18.94	NA	\$18.14	TBD	\$28.94	NA	TBD		
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	\$4.42	NA	\$4.06	TBD	\$12.76	NA	TBD		
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	\$11.41	TBD	\$15.12	NA	TBD		
4-Wire Analog VO Loop-Start Unbundled Sub-Loop Feeder, per month												
Zone 1, per month	USBFE	\$24.94	NA	\$19.91	NA	NA	TBD	NA	\$10.22	NA		

[illegible]

Version 3000, 11/07/00

[illegible]

BELLSOUTH/MIDWESTERN RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USDC	AL	FL	GA	KV	LA	MS	NC	SC	TN
Zone 3, per month	USBFN	TBD	\$23.18	TBD	\$24.47	\$25.05	TBD	\$26.83	NA	NA
Zone 4, per month	USBFN	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC - 1st	USBFN	\$212.90	\$211.33	TBD	\$209.77	\$209.47	TBD	\$215.00	\$209.57	TBD
NRC - Disconnect Charge - 1st	USBFN	\$131.14	\$128.81	TBD	\$127.26	\$127.07	TBD	\$132.92	\$127.93	TBD
NRC - Service Order submitted Electronically, per LSR	USBFN	\$131.15	\$127.64	TBD	\$133.53	\$135.74	TBD	\$96.50	NA	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	USBFN	\$34.68	\$32.91	TBD	\$33.69	\$34.25	TBD	\$23.82	NA	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	USBFN	\$3.50	\$2.75	NA	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	USBFN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	USBFN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	USBFN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	USBFN	TBD	NA	TBD	NA	\$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	USBFN	TBD	NA	TBD	NA	\$4.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	USBFN	TBD	NA	TBD	NA	\$11.41	TBD	NA	NA	TBD
4-Wire 84 Kbps Digital Unbundled Sub-Loop Feeder, per month	USBFN	\$30.97	NA	NA	NA	NA	NA	NA	\$32.47	NA
Zone 1, per month	USBFN	TBD	\$24.83	TBD	\$27.36	\$27.18	TBD	\$28.71	NA	TBD
Zone 2, per month	USBFN	TBD	\$24.83	TBD	\$27.36	\$27.18	TBD	\$28.71	NA	TBD
Zone 3, per month	USBFN	TBD	\$24.83	TBD	\$27.36	\$27.18	TBD	\$28.71	NA	TBD
Zone 4, per month	USBFN	TBD	\$24.83	TBD	\$27.36	\$27.18	TBD	\$28.71	NA	TBD
NRC - 1st	USBFN	NA	NA	NA	NA	NA	TBD	NA	NA	TBD
NRC - Disconnect Charge - 1st	USBFN	\$212.90	\$211.33	TBD	\$209.77	\$209.47	TBD	\$215.00	\$209.57	TBD
NRC - Service Order submitted Electronically, per LSR	USBFN	\$131.14	\$128.81	TBD	\$127.26	\$127.07	TBD	\$132.92	\$127.93	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	USBFN	\$34.68	\$32.91	TBD	\$33.69	\$34.25	TBD	\$23.82	NA	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	USBFN	\$3.50	\$2.75	NA	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	USBFN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	USBFN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	USBFN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	USBFN	TBD	NA	TBD	NA	\$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	USBFN	TBD	NA	TBD	NA	\$4.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	USBFN	TBD	NA	TBD	NA	\$11.41	TBD	NA	NA	TBD
4-Wire 84 Kbps Digital Unbundled Sub-Loop Feeder, per month	USBFN	\$30.97	NA	NA	NA	NA	NA	NA	\$32.47	NA
Zone 1, per month	USBFN	TBD	\$24.83	TBD	\$27.36	\$27.18	TBD	\$28.71	NA	TBD
Zone 2, per month	USBFN	TBD	\$24.83	TBD	\$27.36	\$27.18	TBD	\$28.71	NA	TBD
Zone 3, per month	USBFN	TBD	\$24.83	TBD	\$27.36	\$27.18	TBD	\$28.71	NA	TBD
Zone 4, per month	USBFN	TBD	\$24.83	TBD	\$27.36	\$27.18	TBD	\$28.71	NA	TBD
NRC - 1st	USBFN	NA	NA	NA	NA	NA	TBD	NA	NA	TBD
NRC - Disconnect Charge - 1st	USBFN	\$212.90	\$211.33	TBD	\$209.77	\$209.47	TBD	\$215.00	\$209.57	TBD
NRC - Service Order submitted Electronically, per LSR	USBFN	\$131.14	\$128.81	TBD	\$127.26	\$127.07	TBD	\$132.92	\$127.93	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	USBFN	\$34.68	\$32.91	TBD	\$33.69	\$34.25	TBD	\$23.82	NA	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	USBFN	\$3.50	\$2.75	NA	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	USBFN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	USBFN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	USBFN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	USBFN	TBD	NA	TBD	NA	\$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	USBFN	TBD	NA	TBD	NA	\$4.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	USBFN	TBD	NA	TBD	NA	\$11.41	TBD	NA	NA	TBD
Unbundled Sub-Loop Identification	USBFN	\$357.81	\$357.81	TBD	\$357.81	\$357.81	TBD	\$360.33	\$358.71	TBD
NRC - Load Call/Assignment Removal at per 2 Wire pair - 1st	USBFN	\$4.08	\$4.15	TBD	\$4.15	\$7.18	TBD	\$6.11	\$6.07	TBD
NRC - Load Call/Assignment Removal at per 2 Wire pair - Add'l	USBFN	\$558.90	\$558.90	TBD	\$557.81	\$557.81	TBD	\$560.33	\$558.71	TBD
NRC - Load Call/Assignment Removal at per 4 Wire pair - 1st	USBFN	\$4.08	\$4.15	TBD	\$4.15	\$7.18	TBD	\$6.11	\$6.07	TBD
NRC - Load Call/Assignment Removal at per 4 Wire pair - Add'l	USBFN	\$558.90	\$558.90	TBD	\$557.81	\$557.81	TBD	\$560.33	\$558.71	TBD
NRC - Bridge Tap Removal at per pair untested - 1st	USBFN	\$241.91	\$242.71	TBD	\$242.71	\$241.03	TBD	\$244.15	\$241.85	TBD
NRC - Bridge Tap Removal at per pair untested - Add'l	USBFN	\$10.09	\$10.19	TBD	\$10.19	\$9.36	TBD	\$10.14	\$9.07	TBD
Loop Make Up	USBFN	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$100.00
NRC - Loop Make Up - Prioritizing Without Reservation, per working facility queried (Manual) -	USBFN	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$100.00
Loop Make Up - Prioritizing Without Reservation, per spare facility queried (Manual)	USBFN	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$100.00
Maximum number of spare facilities per manual LMA/S is 3 -	USBFN	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$100.00
NRC-Loop Make Up - Prioritizing With Reservation, per spare facility queried (Manual)	USBFN	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$100.00
Maximum number of spare facilities per manual LMA/S is 3 -	USBFN	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$100.00
NRC-Loop Make Up - Prioritizing Without Reservation, per working facility queried (Mechanized) -	USBFN	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$100.00
Loop Make Up - Prioritizing Without Reservation, per spare facility queried (Mechanized)	USBFN	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$100.00
Maximum number of spare facilities per manual LMA/S is 10 -	USBFN	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$100.00
Loop Make Up - Prioritizing With Reservation, per spare facility queried (Mechanized)	USBFN	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$100.00
Maximum number of spare facilities per manual LMA/S is 10 -	USBFN	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$100.00

3000-1157-00

BEAUSOUTH SOUTHSOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	RATES BY STATE													TN
	UNOC	AL	FL	GA	KY	LA	MS	NC	SC	TN				
NRC-Disconnected, Add'l	ULCO3	TBO	\$9.93	NA		\$10.68	\$10.86	TBO	TBO	TBO				TN
Channel Interleave - Digital 64Kbps, per month	ULCO3	TBO	\$11.01	TBO		\$12.60	\$12.33	TBO	TBO	TBO				TN
NRC-1st	ULCO3	TBO	\$21.07	TBO		\$21.08	\$21.05	TBO	TBO	TBO				TN
NRC-Add'l	ULCO3	TBO	\$20.96	TBO		\$20.96	\$20.93	TBO	TBO	TBO				TN
NRC-Disconnected, 1st	ULCO3	TBO	\$9.99	NA		\$10.73	\$10.82	TBO	TBO	TBO				TN
NRC-Disconnected, Add'l	ULCO3	TBO	\$9.93	NA		\$10.68	\$10.86	TBO	TBO	TBO				TN
LINE SHARING														
2-Wire analog VO (SL) for Line Sharing														
RC - Per month (Note 3) =														
NRC - 1st (Note 3) =														
NRC - Add'l (Note 3) =														
System Splitter - M Line Capacity														
RC - Per month =	ULSOA	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00				
NRC - 1st =	ULSOA	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00				
NRC - Add'l =	ULSOA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
NRC - Disconnected 1st =	ULSOA	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	NA	\$0.00	NA	\$0.00				
NRC - Disconnected Add'l =	ULSOA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
System Splitter - 2x Line Capacity														
RC - Per month =	ULSOB	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00				
NRC - 1st =	ULSOB	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00				
NRC - Add'l =	ULSOB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
NRC - Disconnected 1st =	ULSOB	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	NA	\$150.00	NA	\$150.00				
NRC - Disconnected Add'l =	ULSOB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Loop Capacity, Line Activation Per Occurrence														
RC - Per Month =	ULSDC	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00				
NRC - 1st =	ULSDC	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00				
NRC - Add'l =	ULSDC	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00				
NRC - Service Order submitted Electronically, per LSR	SOARG	\$1.60	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50				
NRC - Service Order submitted Electronically, per LSR - Disconnected	SOARG	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA				
NRC - Service Order submitted Electronically, per LSR	SOARG	NA	\$2.66	NA	\$20.24	NA	NA	NA	NA	NA				
NRC - Service Order submitted Electronically, per LSR - Disconnected	SOARG	NA	\$1.84	NA	\$3.94	NA	NA	NA	NA	NA				
NRC - Incremental Charge - Manual Service Order - 1st	SOARG	\$27.37	\$18.94	\$18.94	\$18.94	\$18.14	\$25.32	\$28.94	\$44.22	\$44.22				
NRC - Incremental Charge - Manual Service Order - Add'l	SOARG	\$12.97	NA	\$6.42	NA	\$6.08	\$11.34	\$12.78	\$13.56	\$13.56				
NRC - Incremental Charge - Manual Service Order - Disconnected	SOARG	\$17.77	NA	NA	NA	\$11.41	\$16.08	NA	NA	NA				
Subsequent Activity - Per Occurrence														
NRC - 1st =	ULSDS	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00				
NRC - Add'l =	ULSDS	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00				
* Interim Rates subject to true-up														
** TN rates are interim and subject to true-up.														
NOTES:														
1 In cases where a specific NRC for customer transfer, feature additions and changes is not listed, the applicable NRC from the appropriate tariff applies.														
2 Geographically Disconnected UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Disconnected UNE Zones and applicable rates are established, Standalone rates are obsolete. Further, Beasouth is in the process of enhancing its billing systems in order to accommodate the Geographically Disconnected 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 Internal Website http://www.beasouth.com/beasouth.com to view Geographically Disconnected UNE Zone Designations by Central Office.														
3 The recurring Interim and connecting Interim rates in TN for 2-Wire analog VO (SL) for Line Sharing is for a stand-alone top purchased by Beasouth to provide both ending voice service and ADSL service or in the event Beasouth elects to continue providing ADSL service to an end-user who terminates its Beasouth-provided voice service. These rates apply when Beasouth purchases the splitter from Beasouth.														
4 Where the state Commission has adopted rates for the rate elements contained herein, it is the intent of the parties to reflect such rates in this exhibit and to apply the same consistent with applicable FCC and Commission Rules and Orders.														

BELOWTHEREIN RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL EXCHANGE (RESIDENCE) (PER MONTH)										
2-Wire Analog Line Port (Res. Bus.) per month										
2-Wire Voice Grade Line Port (Residence), per month										
2-Wire Voice unburied port - residence	UEPRL	\$2.07	\$1.62	\$1.85 - Nobs	\$2.61 - Nobs	\$2.20	\$2.11	\$2.19	\$2.35	\$4.73 - Nobs
2-Wire Voice unburied port with caller ID - residence	UEPRC	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.73
2-Wire Voice unburied port outgoing only - residence	UEPRO	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.73
2-Wire Voice grade unburied Alabama extended local dialing party port with caller ID	UEPAR	\$2.07	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Voice grade unburied Kentucky extended local dialing party port with caller ID	UEPRM	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-Wire Voice grade unburied Louisiana extended local dialing party port with caller ID	UEPAS	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-Wire Voice grade unburied Mississippi extended local dialing party port with caller ID	UEPAT	NA	NA	NA	NA	NA	\$2.11	NA	NA	NA
2-Wire Voice grade unburied South Carolina extended local dialing party port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	\$2.35	NA
2-Wire Voice grade unburied Tennessee extended local dialing party port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Voice unburied Florida area calling with caller ID - residence	UEPAF	NA	\$1.62	NA	NA	NA	NA	NA	NA	\$4.73
2-Wire Voice unburied Louisiana Area Plus with caller ID - residence (RUL)	UEPAH	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-Wire Voice unburied Louisiana Area Plus with caller ID - residence (ACT)	UEPAH	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-Wire Voice unburied South Carolina Area Calling port with caller ID - residence (LWB)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Voice unburied Tennessee Area Calling port with caller ID - residence (F299)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Voice unburied Tennessee Area Calling port with caller ID - residence (TAC29)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$4.73
2-Wire Voice unburied Tennessee Area Calling port with caller ID - residence (TAC30)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$4.73
2-Wire Voice unburied Tennessee Area Calling port with caller ID - residence (1MF230)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$4.73
2-Wire Voice unburied Tennessee Area Calling port with caller ID - residence (Party)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$4.73
2-Wire Voice unburied res. low usage line port with caller ID (LWS)	UEPAP	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.73
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)										
2-Wire Voice Grade Line Port (Business), per month										
2-Wire Voice unburied port without caller ID	UEPBL	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.73
2-Wire Voice unburied port with unburied port with caller ID (E444 ID)	UEPBC	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.73
2-Wire Voice unburied outgoing only port	UEPBO	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.73
2-Wire Voice grade unburied Alabama extended local dialing party port with caller ID	UEPBW	\$2.07	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Voice grade unburied Kentucky extended local dialing party port with caller ID	UEPBM	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-Wire Voice grade unburied Louisiana extended local dialing party port with caller ID	UEPBX	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-Wire Voice grade unburied Mississippi extended local dialing party port with caller ID	UEPBW	NA	NA	NA	NA	NA	\$2.11	NA	NA	NA
2-Wire Voice grade unburied South Carolina extended local dialing party port with caller ID	UEPBZ	NA	NA	NA	NA	NA	NA	NA	\$2.35	NA
2-Wire Voice unburied incoming only port with caller ID	UEPBY	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Voice unburied LA Bus Area Calling port with caller ID (BLCS)	UEPBT	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.73
2-Wire Voice unburied SC Bus Area Calling port with caller ID (LWS)	UEPBA	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-Wire Voice unburied TN Bus 2-Way Area Calling Port Economy Option (TAC001)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Voice unburied TN Bus 2-Way Area Calling Port Standard Option (TAC02)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$4.73
2-Wire Voice unburied TN Bus 2-WAY Collapsible and Memphis Local Calling Port (R2P)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$4.73
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)										
Non-Recurring Charges (NRC) - 1st (Residence)										
2-Wire Voice unburied port - residence	UEPRL	\$21.93	\$4.78	\$17.18	\$37.78	\$18.43	\$22.96	\$21.80	\$24.98	\$9.93
2-Wire Voice unburied port with caller ID - residence	UEPRC	\$21.93	\$4.78	\$17.18	\$37.78	\$18.43	\$22.96	\$21.80	\$24.98	\$9.93
2-Wire Voice unburied port outgoing only - residence	UEPRO	\$21.93	\$4.78	\$17.18	\$37.78	\$18.43	\$22.96	\$21.80	\$24.98	\$9.93
2-Wire Voice grade unburied Alabama extended local dialing party port with caller ID	UEPAR	\$21.93	NA	NA	NA	NA	NA	NA	NA	NA

**WELL SOUTH NEW SOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-min voice grade unattended Kentucky extended local dialing party port with caller ID	UEPRM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-min voice grade unattended Louisiana extended local dialing party port with caller ID	UEPAS	NA	NA	NA	NA	\$18.43	NA	NA	NA	NA
2-min voice grade unattended Mississippi extended local dialing party port with caller ID	UEPAT	NA	NA	NA	NA	NA	\$22.96	NA	NA	NA
2-min voice grade unattended South Carolina extended local dialing party port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	\$24.96	NA
2-min voice grade unattended Tennessee extended local dialing party port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
2-min voice unattended Florida area calling with caller ID - residence	UEPAJ	NA	\$4.76	NA	NA	NA	NA	NA	NA	NA
2-min voice unattended Louisiana Area Plus with caller ID - residence (RUL)	UEPAK	NA	NA	NA	NA	\$18.43	NA	NA	NA	NA
2-min voice unattended Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$18.43	NA	NA	NA	NA
2-min voice unattended South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	\$18.43	NA	NA	NA	NA
2-min voice unattended Tennessee Area Calling port with Caller ID - residence (FTR)	UEPAK	NA	NA	NA	NA	NA	NA	NA	\$24.96	NA
2-min voice unattended Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
2-min voice unattended Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
2-min voice unattended Tennessee Area Calling port with Caller ID - residence (HUE2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
2-min voice unattended Tennessee Area Calling port with Caller ID - residence (ZAR)	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
2-min voice unattended New Low Usage Line Port with Caller ID (LUM)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
NRCC - A&T (Residence)										
2-min voice unattended port - residence	UEPRL	\$21.83	\$4.54	\$17.16	\$37.78	\$18.43	\$22.96	\$21.60	\$24.96	\$9.19
2-min voice unattended port with caller ID - residence	UEPRC	\$21.83	\$4.54	\$17.16	\$37.78	\$18.43	\$22.96	\$9.06	\$24.96	\$9.19
2-min voice grade unattended Alabama extended local dialing party port with caller ID	UEPAR	\$21.83	NA	NA	NA	NA	NA	NA	NA	NA
2-min voice grade unattended Kentucky extended local dialing party port with caller ID	UEPRM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-min voice grade unattended Louisiana extended local dialing party port with caller ID	UEPAS	NA	NA	NA	NA	\$18.43	NA	NA	NA	NA
2-min voice grade unattended Mississippi extended local dialing party port with caller ID	UEPAT	NA	NA	NA	NA	NA	\$22.96	NA	NA	NA
2-min voice grade unattended South Carolina extended local dialing party port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	\$24.96	NA
2-min voice unattended Tennessee extended local dialing party port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	\$9.19
2-min voice unattended Florida area calling with caller ID - residence	UEPAJ	NA	\$4.54	NA	NA	NA	NA	NA	NA	NA
2-min voice unattended Louisiana Area Plus with caller ID - residence (RUL)	UEPAK	NA	NA	NA	NA	\$18.43	NA	NA	NA	NA
2-min voice unattended Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$18.43	NA	NA	NA	NA
2-min voice unattended South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	\$24.96	NA
2-min voice unattended Tennessee Area Calling port with Caller ID - residence (FTR)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	\$9.19
2-min voice unattended Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$9.19
2-min voice unattended Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$9.19
2-min voice unattended Tennessee Area Calling port with Caller ID - residence (HUE2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$9.19
2-min voice unattended Tennessee Area Calling port with Caller ID - residence (ZAR)	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	\$9.19
2-min voice unattended New Low Usage Line Port with Caller ID (LUM)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	NA	\$9.19
NRCC - Subsequent Activity										
NRCC - Ter (Business)										
2-min Voice Unattended Port without Caller ID	UEPRL	\$21.83	\$4.78	\$17.16	\$37.55	\$18.43	\$22.96	\$21.60	\$24.96	\$9.53
2-min voice unattended port with caller ID	UEPRC	\$21.83	\$4.78	\$17.16	\$37.55	\$18.43	\$22.96	\$24.96	\$24.96	\$9.53
2-min voice unattended outgoing only port	UEPRO	\$21.83	\$4.78	\$17.16	\$37.55	\$18.43	\$22.96	\$24.96	\$24.96	\$9.53
2-min voice grade unattended Alabama extended local dialing party port with caller ID	UEPAR	\$21.83	NA	NA	NA	NA	NA	NA	NA	NA
2-min voice grade unattended Kentucky extended local dialing party port with caller ID	UEPRM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-min voice grade unattended Louisiana extended local dialing party port with caller ID	UEPAS	NA	NA	NA	NA	\$18.43	NA	NA	NA	NA

HELLMOUTH/NEAROUT RATES
 NETWORK ELEMENTS
 AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (CMF)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	\$6.21	\$2.78	NA	NA	\$4.38	\$6.56	NA	NA	\$3.66
2-wire voice unbundled port without Caller ID	UEPBL	\$6.21	\$2.78	NA	NA	\$4.38	\$6.56	NA	NA	\$3.66
2-wire voice unbundled port with Caller ID	UEPBC	\$6.21	\$2.78	NA	NA	\$4.38	\$6.56	NA	NA	\$3.66
2-wire voice unbundled outgoing only Port	UEPBO	\$6.21	\$2.78	NA	NA	\$4.38	\$6.56	NA	NA	\$3.66
2-wire voice grade unbundled Alabama extended local dialing party port with caller ID	UEPANW	\$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID	UEPBM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID	UEPAX	NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID	UEPAY	NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66
2-wire voice unbundled Incoming only Port with Caller ID	UEPBI	\$6.21	\$2.78	NA	NA	\$4.38	\$6.56	NA	NA	\$3.66
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled BC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 3-way Area Calling Port Economy Option (TACD1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66
2-wire voice unbundled TN Bus 3-way Area Calling Port Standard Option (TACD2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66
2-wire voice unbundled TN Bus 3-Way Callville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66
Call - Disconnected Charge - Adm										
3-wire voice unbundled port - residence	UEPML	\$4.21	\$2.59	NA	NA	\$4.38	\$6.56	NA	NA	\$2.92
2-wire voice unbundled port with caller ID - residence	UEPML	\$4.21	\$2.59	NA	NA	\$4.38	\$6.56	NA	NA	\$2.92
2-wire voice unbundled port outgoing only - residence	UEPHO	\$6.21	\$2.68	NA	NA	\$4.38	\$6.56	NA	NA	\$2.92
2-wire voice grade unbundled Alabama extended local dialing party port with caller ID	UEPAR	\$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID	UEPRM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID	UEPAS	NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID	UEPAT	NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$2.59	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RLL)	UEPAG	NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (ACT)	UEPAH	NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LMB)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (R2Y)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACD3)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACD4)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (CMF)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	\$6.21	\$2.78	NA	NA	\$4.38	\$6.56	NA	NA	\$2.92
2-wire voice unbundled port without Caller ID	UEPBL	\$6.21	\$2.78	NA	NA	\$4.38	\$6.56	NA	NA	\$2.92
2-wire voice unbundled port with Caller ID	UEPBC	\$6.21	\$2.78	NA	NA	\$4.38	\$6.56	NA	NA	\$2.92
2-wire voice unbundled outgoing only port	UEPBO	\$6.21	\$2.78	NA	NA	\$4.38	\$6.56	NA	NA	\$2.92
2-wire voice grade unbundled Alabama extended local dialing party port with caller ID	UEPANW	\$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID	UEPBM	NA	NA	NA	NA	NA	NA	NA	NA	NA

RELIANT SOUTHEASTERN BATTER
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID	UEPAX	NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID	UEPAY	NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled incoming only port with Caller ID	UEPBI	\$6.21	\$2.59	NA	NA	\$4.38	\$6.56	NA	NA	\$2.92
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUS)	UEPAA	NA	NA	NA	NA	\$4.38	NA	NA	NA	\$2.92
2-wire voice unbundled EC Bus Area Calling Port with Caller ID (LUS)	UEPAB	NA	NA	NA	NA	NA	NA	NA	NA	NA
3-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACD)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92
3-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACSD)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92
3-wire voice unbundled TN Bus 2-way Greenville and Memphis Local Calling Port (RSP)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92
AT available features, per month										
NRC - OSS		\$6.55	\$3.40	NA	NA	\$6.28	\$6.75	NA	\$6.28	NA
NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS intermediate providers		\$24.72	NA	NA	NA	\$24.72	\$24.72	NA	\$24.72	NA
NRC - Incremental Charge - Manual Service Order - 1st	ROMEC	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Incremental Charge - Manual Service Order - Addl	ROMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$28.94	\$44.42	\$20.35
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	ROMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.78	\$14.63	\$10.54
NRC - Incremental Charge - Manual Service Order - Disconnect - Addl	ROMAN	\$17.77	NA	NA	NA	\$10.39	\$18.08	NA	NA	\$13.32
NRC - Incremental Charge - Manual Service Order - Disconnect - Addl	ROMAN	\$1.44	NA	NA	NA	NA	NA	NA	NA	\$1.40
AT available features, per month										
NRC - 1st (all types)	UEPVF	\$6.55	\$3.40	NA	NA	\$6.28	\$6.75	NA	\$6.28	NA
NRC - Addl (all types)		\$24.72	NA	NA	NA	\$24.72	\$24.72	NA	\$24.72	NA
NRC - Disconnect Charge - 1st		\$18.41	NA	NA	NA	NA	\$19.68	NA	NA	NA
NRC - Disconnect Charge - Addl		\$18.41	NA	NA	NA	NA	\$19.68	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	ROMAN	\$27.37	NA	NA	NA	NA	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Addl	ROMAN	\$12.97	NA	NA	NA	NA	\$11.34	NA	\$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	ROMAN	\$17.77	NA	NA	NA	NA	\$18.08	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Addl	ROMAN	\$1.44	NA	NA	NA	NA	NA	NA	NA	NA
Three available features, per month										
NRC - 1st (all types)	UEPVF	NA	NA	NA	NA	\$8.28	\$3.31	NA	\$3.03	NA
NRC - Addl (all types)		NA	NA	NA	NA	NA	\$3.08	NA	\$4.53	NA
NRC - Disconnect Charge - 1st		NA	NA	NA	NA	NA	\$8.20	NA	NA	NA
NRC - Disconnect Charge - Addl		NA	NA	NA	NA	NA	\$8.20	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	ROMAN	NA	NA	NA	NA	NA	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Addl	ROMAN	NA	NA	NA	NA	NA	\$11.34	NA	\$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	ROMAN	NA	NA	NA	NA	NA	\$18.08	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Addl	ROMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-Wire Analog VO Port, per month										
NRC - 1st	UEPAA	NA	\$8.74	\$8.47	NA	\$10.13	\$9.60	\$8.65	\$2.28	\$11.11
NRC - Addl	UEPAA	NA	\$4.78	\$17.18	NA	\$18.43	\$22.08	\$21.69	\$3.50	\$8.83
NRC - Disconnect Charge - 1st	UEPAA	NA	\$4.54	\$17.18	NA	\$18.43	\$22.08	\$21.69	\$3.50	\$8.19
NRC - Disconnect Charge - Addl	BFR	NA	\$2.82	NA	NA	\$3.77	\$4.56	NA	NA	\$3.68
NRC - Incremental Charge - Manual Service Order - 1st	ROMAN	NA	\$2.84	NA	NA	\$3.77	\$4.56	NA	NA	\$3.68
NRC - Incremental Charge - Manual Service Order - Addl	ROMAN	NA	\$21.56	\$18.94	NA	\$18.14	\$25.52	\$28.94	NA	\$20.35
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	ROMAN	NA	\$11.58	\$8.42	NA	\$8.06	\$11.34	\$12.78	NA	\$10.54
NRC - Incremental Charge - Manual Service Order - Disconnect - Addl	ROMAN	NA	\$3.84	NA	NA	\$8.94	\$18.08	NA	\$13.32	NA
2-Wire DSD Port, per month										
NRC - 1st	UEPPI	\$12.08	\$9.38	\$11.35	NA	\$13.12	\$14.63	\$12.56	\$12.08	\$8.97
NRC - Addl	UEPPI	\$50.00	\$24.44	\$61.91	NA	\$59.28	\$60.00	\$61.91	\$50.00	\$47.75
NRC - Disconnect Charge - 1st	UEPPI	\$18.00	\$37.49	\$61.91	NA	\$59.28	\$60.00	\$61.91	\$50.00	\$47.01
NRC - Disconnect Charge - Addl	UEPPI	NA	\$113.28	NA	NA	\$9.20	\$13.48	NA	NA	\$9.21
NRC - Incremental Charge - Manual Service Order - 1st	ROMAN	NA	\$7.12	NA	NA	\$9.20	\$13.48	NA	NA	\$8.47
NRC - Incremental Charge - Manual Service Order - Addl	ROMAN	NA	\$21.56	\$18.94	NA	\$18.14	\$25.52	\$28.94	NA	\$20.35
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	ROMAN	NA	\$21.56	\$8.42	NA	\$8.06	\$11.34	\$12.78	NA	\$10.54
NRC - Incremental Charge - Manual Service Order - Disconnect - Addl	ROMAN	NA	\$3.84	NA	NA	\$10.39	\$18.07	NA	\$13.32	NA
4-Wire DSI Port w/SD capability, per month										
NRC - 1st	UEPPO	\$130.23	\$63.31	\$120.80	NA	\$149.27	\$148.48	\$123.65	\$130.23	\$120.00
NRC - Addl	UEPPO	\$60.00	\$413.93	\$98.44	NA	\$98.63	\$117.91	\$118.59	\$90.00	\$10.00
NRC - Disconnect Charge - 1st	UEPPO	\$18.00	\$181.44	\$52.48	NA	\$90.23	\$71.18	\$88.92	\$80.00	NA
NRC - Disconnect Charge - Addl	UEPPO	NA	\$137.29	NA	NA	\$8.62	\$12.94	NA	NA	NA

BELL SOUTH/WESTERN RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	UNOC	AI	FL	GA	NY	LA	MS	NC	SC	TN
NFC - Disconnect Charge - Addl	LEPPO	NA	\$4.66	NA	NA	\$8.92	\$12.94	NA	NA	NA
NFC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	\$21.56	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	NA
NFC - Incremental Charge - Manual Service Order - Addl	SOMAN	NA	\$21.56	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	NA
NFC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	\$10.39	NA	NA	\$10.39	\$18.06	NA	NA	NA
NFC - Incremental Charge - Manual Service Order - Disconnect - Addl	SOMAN	NA	\$18.4	NA	NA	\$10.39	\$18.06	NA	NA	NA
3-Wire BDM Port(2) (3), per month										
NFC - 1st	UTPMA	\$18.42	\$10.20	\$13.47	\$12.33	\$23.33	\$51.91	\$24.50	\$33.74	NA
NFC - Addl	UTPMA	\$63.24	\$155.34	\$47.37	\$90.46	\$48.35	\$63.59	\$62.29	\$65.79	NA
NFC - Disconnect Charge - 1st	UTPMA	\$84.63	\$106.00	\$47.37	\$84.63	\$48.35	\$63.59	\$62.29	\$65.79	NA
NFC - Disconnect Charge - Addl	UTPMA	\$9.68	\$30.37	NA	NA	\$4.31	\$7.04	NA	NA	NA
NFC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$5.69	\$20.96	NA	NA	\$4.31	\$7.04	NA	NA	NA
NFC - Incremental Charge - Manual Service Order - Addl	SOMAN	\$54.19	\$21.54	\$39.94	NA	\$38.29	\$53.87	\$55.30	\$67.52	NA
NFC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$54.19	\$21.54	\$39.94	NA	\$38.29	\$53.87	\$55.30	\$67.52	NA
NFC - Incremental Charge - Manual Service Order - Disconnect - Addl	SOMAN	\$12.97	\$3.84	NA	NA	\$6.65	\$11.34	NA	NA	NA
NFC - Use Profile per 8 Channel (4)	UTPMA	NA	NA	NA	NA	NA	NA	NA	NA	NA
3-Wire BDM Port(2) (3) including all available features, per month										
NFC - 1st	UTPMA	NA	NA	NA	NA	NA	NA	NA	NA	\$18.40
NFC - Addl	UTPMA	NA	NA	NA	NA	NA	NA	NA	NA	\$30.23
NFC - Disconnect Charge - 1st	UTPMA	NA	NA	NA	NA	NA	NA	NA	NA	\$108.40
NFC - Disconnect Charge - Addl	UTPMA	NA	NA	NA	NA	NA	NA	NA	NA	\$29.49
NFC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	\$4.10
NFC - Incremental Charge - Manual Service Order - Addl	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	\$4.10
NFC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	\$97.52
NFC - Incremental Charge - Manual Service Order - Disconnect - Addl	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	\$42.17
NFC - Incremental Charge - Manual Service Order - Disconnect - Addl	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	\$9.80
2-Wire BDM Port(2) (3) including three available features, per month										
NFC - 1st	UTPMA	NA	NA	NA	NA	NA	NA	NA	NA	\$34.01
NFC - Addl	UTPMA	NA	NA	NA	NA	NA	NA	NA	NA	\$70.32
NFC - Disconnect Charge - 1st	UTPMA	NA	NA	NA	NA	NA	NA	NA	NA	\$10.32
NFC - Disconnect Charge - Addl	UTPMA	NA	NA	NA	NA	NA	NA	NA	NA	\$67.52
NFC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	\$67.52
NFC - Incremental Charge - Manual Service Order - Addl	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	\$67.52
NFC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	\$67.52
NFC - Incremental Charge - Manual Service Order - Disconnect - Addl	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	\$67.52
4-Wire BDM D81 Port, per month										
NFC - 1st	LEPPE	\$186.02	\$58.30	\$163.18	NA	\$194.72	\$213.21	\$179.76	\$214.79	\$308.00
NFC - Addl	LEPPE	\$244.85	\$417.51	\$186.80	NA	\$181.69	\$244.12	\$241.63	\$275.37	\$146.66
NFC - Disconnect Charge - 1st	LEPPE	\$244.85	\$203.18	\$186.80	NA	\$181.69	\$244.12	\$241.63	\$275.37	\$146.66
NFC - Disconnect Charge - Addl	LEPPE	\$51.19	\$149.75	NA	NA	\$27.11	\$53.52	NA	NA	\$28.48
NFC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$11.9	\$7.93	NA	NA	\$27.11	\$53.52	NA	NA	\$28.48
NFC - Incremental Charge - Manual Service Order - Addl	SOMAN	\$24.75	\$21.56	\$37.68	NA	\$33.18	\$51.00	\$53.89	\$68.48	\$40.69
NFC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$24.75	\$21.56	\$37.68	NA	\$33.18	\$51.00	\$53.89	\$68.48	\$40.69
NFC - Incremental Charge - Manual Service Order - Disconnect - Addl	SOMAN	\$11.53	\$3.84	NA	NA	\$7.73	\$8.51	NA	NA	\$9.07
NFC - Incremental Charge - Manual Service Order - Disconnect - Addl	SOMAN	\$11.53	\$3.84	NA	NA	\$7.73	\$8.51	NA	NA	\$10.54
2-Wire BDM D81 Port including all available features, per month										
NFC - 1st	LEPPE	NA	NA	NA	NA	\$275.48	NA	NA	\$251.00	NA
NFC - Addl	LEPPE	NA	NA	NA	NA	\$181.27	NA	NA	\$311.73	NA
NFC - Disconnect Charge - 1st	LEPPE	NA	NA	NA	NA	\$118.42	NA	NA	\$311.73	NA
NFC - Disconnect Charge - Addl	LEPPE	NA	NA	NA	NA	NA	NA	NA	\$66.48	NA
NFC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$66.48	NA
NFC - Incremental Charge - Manual Service Order - Addl	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$66.48	NA
2-Wire Analog Line Port (P8), per month										
2-WIRE VOICE UNBUNDLED COMBINATION 2-WAY P8X TRUNK - BUSINESS	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
LINE SIDE UNBUNDLED COMBINATION 2-WAY P8X TRUNK - BUSINESS	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
LINE SIDE UNBUNDLED OUTWARD P8X TRUNK - BUSINESS	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
LINE SIDE UNBUNDLED INCOMING P8X TRUNK - BUSINESS	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
LONG DISTANCE TERMINAL P8X TRUNK - BUSINESS	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
TN 2-WAY CALLING PLAN P8X TRUNK - BUSINESS	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
IN OUTWARD CALLING PLAN P8X TRUNK - BUSINESS	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION P8X ALABAMA	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
CALLING PORT	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION P8X LOUISIANA	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
CALLING PORT	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
2-WIRE VOICE UNBUNDLED P8X LD TERMINAL PORTS	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION P8X TENNESSEE	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
CALLING PORT	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING P8X TENNESSEE	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
CALLING PORT	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION P8X USAGE PORT	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
2-WIRE VOICE UNBUNDLED P8X TOLL TERMINAL HOTEL PORTS	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
2-WIRE VOICE UNBUNDLED P8X LD 000 TERMINAL PORT	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
2-WIRE VOICE UNBUNDLED P8X LD 000 TERMINAL PORT	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
2-WIRE VOICE UNBUNDLED P8X LD TERMINAL SWITCHBOARD PORT	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
2-WIRE VOICE UNBUNDLED P8X LD TERMINAL SWITCHBOARD PORT	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
CAPABLE PORT	LEPPO	\$2.07	\$1.62	\$1.65	\$2.81	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63

BELLSOUTH/NEW SOUTH STATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2 WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2 WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2 WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2 WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPJI	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2 WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPJK	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2 WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$2.07	\$1.62	\$1.65	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.63
2 WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	\$2.07	\$1.62	\$1.65	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.63
2 WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT TENNESSEE CALLING PORT	UEPYN	NA	NA	NA	NA	NA	NA	NA	NA	\$4.63
2 WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL HOSPITAL ECONOMY ROOM CALLING PORT	UEPYO	\$2.07	\$1.62	\$1.65	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.63
2 WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPYF	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2 WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPYQ	NA	NA	NA	NA	NA	\$2.11	NA	NA	NA
2 WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPYR	NA	NA	NA	NA	NA	\$2.11	NA	NA	NA
2 WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT	UEPYX	\$2.07	\$1.62	\$1.65	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.63
2 WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPYT	NA	NA	NA	NA	NA	NA	NA	\$2.35	NA
2 WIRE VOICE UNBUNDLED PBX COLLETSVILLE & MEMPHIS CALLING PORT	UEPYU	NA	NA	NA	NA	NA	NA	NA	NA	\$4.63
2 WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REMOISE/IN CALLING PORT	UEPYV	NA	NA	NA	NA	NA	NA	NA	NA	\$4.63
UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLY									
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	UEPCP									
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - REMOISE	UEPPC	\$21.80	\$62.56	\$17.16	\$36.47	\$16.43	\$22.96	\$24.04	\$24.36	\$9.93
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPD	\$21.80	\$62.56	\$17.16	\$36.47	\$16.43	\$22.96	\$24.04	\$24.36	\$9.93
2 WIRE VOICE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPF	\$21.80	\$62.56	\$17.16	\$36.47	\$16.43	\$22.96	\$24.04	\$24.36	\$9.93
2 WIRE VOICE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPPI	\$21.80	\$62.56	\$17.16	\$36.47	\$16.43	\$22.96	\$24.04	\$24.36	\$9.93
2 WIRE VOICE UNBUNDLED PBX TRUNK - BUSINESS	UEPPL	\$21.80	\$62.56	\$17.16	\$36.47	\$16.43	\$22.96	\$24.04	\$24.36	\$9.93
2 WIRE VOICE UNBUNDLED PLAN PBX TRUNK - BUSINESS	UEPPT	\$21.80	\$62.56	\$17.16	\$36.47	\$16.43	\$22.96	\$24.04	\$24.36	\$9.93
2 WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEP2A	\$21.80	\$62.56	\$17.16	\$36.47	\$16.43	\$22.96	\$24.04	\$24.36	\$9.93
2 WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEP2L	NA	NA	NA	NA	NA	NA	NA	NA	NA
2 WIRE VOICE UNBUNDLED PBX LOUISIANA TERMINAL PORTS	UEP2D	\$21.80	\$62.56	\$17.16	\$36.47	\$16.43	\$22.96	\$24.04	\$24.36	NA
2 WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEP2T	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
2 WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEP2O	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
2 WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEP2X	\$21.80	\$62.56	\$17.16	\$36.47	\$16.43	\$22.96	\$24.04	\$24.36	\$9.93
2 WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEP2B	\$21.80	\$62.56	\$17.16	\$36.47	\$16.43	\$22.96	\$24.04	\$24.36	\$9.93
2 WIRE VOICE UNBUNDLED PBX LOUISIANA TERMINAL PORTS	UEP2C	\$21.80	\$62.56	\$17.16	\$36.47	\$16.43	\$22.96	\$24.04	\$24.36	\$9.93
2 WIRE VOICE UNBUNDLED PBX LOUISIANA SWITCHBOARD PORT	UEP2P	\$21.80	\$62.56	\$17.16	\$36.47	\$16.43	\$22.96	\$24.04	\$24.36	\$9.93
2 WIRE VOICE UNBUNDLED PBX LOUISIANA SWITCHBOARD PORT	UEP2E	\$21.80	\$62.56	\$17.16	\$36.47	\$16.43	\$22.96	\$24.04	\$24.36	\$9.93
2 WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEP2F	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2 WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEP2G	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2 WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEP2H	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2 WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEP2J	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2 WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEP2K	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2 WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEP2L	\$21.80	\$62.56	\$17.16	\$36.47	\$16.43	\$22.96	\$24.04	\$24.36	\$9.93
2 WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL HOSPITAL ECONOMY ROOM CALLING PORT	UEP2M	\$21.80	\$62.56	\$17.16	\$36.47	\$16.43	\$22.96	\$24.04	\$24.36	\$9.93

BELL SOUTH SOUTHWEST RATES
METHODS ELEMENTS
AND OTHER SERVICES

DESCRIPTION	UNOC	AL	FL	GA	RY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED 2-WAY PAX TENNESSEE REGION/SEV CALLING PORT	UEPVY	NA	NA	NA	NA	NA	NA	NA	NA	\$9.19
100 - Discount Charge - 1st										
2-WIRE VOICE UNBUNDLED COMBINATION 2-WAY PAX TRUNK - RESIDENCE	UEPRD	\$4.21	\$28.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
LINE SIDE UNBUNDLED COMBINATION 2-WAY PAX TRUNK - BUSINESS	UEPPC	\$4.21	\$28.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
LINE SIDE UNBUNDLED OUTWARD PAX TRUNK - BUSINESS	UEPPO	\$4.21	\$28.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
LINE SIDE UNBUNDLED INCOMING PAX TRUNK - BUSINESS	UEPPI	\$4.21	\$28.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
LONG DISTANCE TERMINAL PAX TRUNK - BUSINESS	UEPDT	\$4.21	\$28.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
TN 2-WAY CALLING PLAN PAX TRUNK - BUSINESS	UEPT2	\$4.21	\$28.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
TN OUTWARD CALLING PLAN PAX TRUNK - BUSINESS	UEPTO	\$4.21	\$28.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PAX ALABAMA CALLING PORT	UEPA2	\$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PAX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PAX LD TERMINAL PORTS	UEPLD	\$4.21	\$28.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PAX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PAX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PAX USAGE PORT	UEPXA	\$4.21	\$28.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED PAX LD TERMINAL HOTEL PORTS	UEPXB	\$4.21	\$28.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED PAX LD TOLL TERMINAL HOTEL PORTS	UEPXC	\$4.21	\$28.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED PAX LD TOLL TERMINAL HOTEL PORTS	UEPXD	\$4.21	\$28.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED PAX LD TERMINAL SWITCHBOARD IDO CAPABLE PORT	UEPXE	\$4.21	\$28.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED 2-WAY PAX KENTUCKY ROOM AREA CALLING PORT WITHOUT LLD	UEPXF	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PAX KENTUCKY LLD AREA CALLING PORT	UEPFG	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PAX KENTUCKY PREMIUM CALLING PORT	UEPFG	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LLD	UEPFG	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PAX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPFX	NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 3-WAY PAX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPFL	\$4.21	\$28.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED 2-WAY PAX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPFL	\$4.21	\$28.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PAX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT/TENNESSEE CALLING	UEPFL	NA	\$28.37	NA	NA	NA	NA	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PAX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPFL	\$4.21	\$28.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PAX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPFX	\$4.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PAX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPFX	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PAX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPFX	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PAX MISSISSIPPI LOCAL CALLING PORT	UEPFX	\$4.21	\$28.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED 2-WAY PAX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PAX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED 2-WAY PAX TENNESSEE REGION/SEV CALLING PORT	UEPVY	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66
100 - Discount Charge - 1st										
2-WIRE VOICE UNBUNDLED COMBINATION 2-WAY PAX TRUNK - RESIDENCE	UEPRD	\$4.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
LINE SIDE UNBUNDLED COMBINATION 2-WAY PAX TRUNK - BUSINESS	UEPPC	\$4.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
LINE SIDE UNBUNDLED OUTWARD PAX TRUNK - BUSINESS	UEPPO	\$4.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
LINE SIDE UNBUNDLED INCOMING PAX TRUNK - BUSINESS	UEPPI	\$4.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
LONG DISTANCE TERMINAL PAX TRUNK - BUSINESS	UEPDT	\$4.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
TN 2-WAY CALLING PLAN PAX TRUNK - BUSINESS	UEPT2	\$4.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
TN OUTWARD CALLING PLAN PAX TRUNK - BUSINESS	UEPTO	\$4.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PAX ALABAMA CALLING PORT	UEPA2	\$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PAX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PAX LD TERMINAL PORTS	UEPLD	\$4.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PAX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92

Version 30002, 1/10/77/AD

BELLSOUTH/SOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
Remote Activation of Call Forwarding, per month		\$0.18	NA	NA	NA	NA	\$0.4659	\$0.85	\$0.743	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Cancel Call Waiting, per month		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$0.01	NA	NA	NA	NA	\$0.0082	\$0.01	\$0.0099	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Automatic Callback, per month		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$0.29	NA	NA	NA	NA	\$0.9977	\$0.66	\$0.8015	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Automatic Recall, per month		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$0.28	NA	NA	NA	NA	\$0.3184	\$0.29	\$0.3102	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Calling Number Delivery, per month		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$0.22	NA	NA	NA	NA	\$0.1817	\$0.33	\$0.3272	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Calling Number Delivery Blocking, per month		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$1.17	NA	NA	NA	NA	\$0.9913	\$0.02	\$0.3684	NA
Customer Originated Transfer, per month		\$0.55	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.35	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$0.14	NA	NA	NA	NA	\$0.1918	\$0.14	\$0.1402	NA
Selective Call Forwarding, per month		\$0.55	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.13	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$0.1721	\$0.13	\$0.1528	NA
Selective Call Forwarding, per month		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$0.05	NA	NA	NA	NA	\$0.1050	\$0.28	\$0.1287	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Selective Call Acceptance, per month		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$0.29	NA	NA	NA	NA	\$0.4010	\$0.33	\$0.3283	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
Multiple Hunt Service (Rotary)		\$0.11	NA	NA	NA	NA	\$0.1271	\$0.14	\$0.1301	NA
Service per line, (in addition to port), per month		\$1.00	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
Call Forwarding Variable, per month		\$0.05	NA	NA	NA	NA	\$0.0474	\$0.10	\$0.0768	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Call Forwarding Busy Line, per month		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$0.03	NA	NA	NA	NA	\$0.0279	\$0.08	\$0.0603	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Call Forwarding Don't Answer All Calls, per month		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$0.03	NA	NA	NA	NA	\$0.0308	\$0.09	\$0.0653	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Remote Call Forwarding, per month		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$1.36	NA	NA	NA	NA	\$1.47	\$0.85	\$1.41	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Call Transfer, per month		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$0.12	NA	NA	NA	NA	\$0.1404	\$0.14	\$0.1382	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Call Hold, per month		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$0.03	NA	NA	NA	NA	\$0.0190	\$0.15	\$0.0877	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Call Restricted Service, per month		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$0.04	NA	NA	NA	NA	\$0.0387	\$0.10	\$0.0743	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Message Waiting Indicator - Another Dial Tone, per month		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$0.03	NA	NA	NA	NA	\$0.0358	\$0.03	\$0.0318	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Anonymous Call Rejection, per month		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$0.83	NA	NA	NA	NA	\$0.9519	\$1.29	\$1.13	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Shared Call Appearance of a DN, per month		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$0.41	NA	NA	NA	NA	\$0.5015	\$0.29	\$0.2613	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
Multiple Call Appearance, per month		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$0.03	NA	NA	NA	NA	\$0.0903	\$0.07	\$0.0881	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
ISDN Bridged Call Exclusion, per month		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NRC - Disconnect		\$0.00	NA	NA	NA	NA	\$0.0013	\$0.0011	\$0.0013	NA
NRC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA

[illegible]

BELLSOUTH/NEW SOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KV	LA	MS	NC	SC	TN
Additional Lines	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD
Additional Lines No Rate	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD
Cross Reference Listing	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD
Non-Pull Listing No Rate	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD
Non-Pull Listing	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD
Non-Net Listing No Rate	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD
Non-Net Listing	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD
Alternate Call Listing	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD
Manual Service Order Charge	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD
All Service's Class Of Call Forwarding	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD	TRD
SDN Message Waiting Indication-Lamp, per month										
NFC		\$0.01	NA	NA	NA	NA	\$0.0105	\$0.0107	\$0.0136	NA
NFC - Disconnect		\$1.00	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
SDN Feature Function Buttons		\$0.55	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NFC		\$1.03	NA	NA	NA	NA	NA	NA	NA	NA
NFC - Disconnect		\$0.55	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Subsequent Ordering Charge - (per order, per line)		NA	NA	NA	NA	NA	\$0.5468	NA	NA	NA
NFC - Electronic - Tel		\$2.86	NA	NA	NA	NA	NA	NA	NA	NA
NFC - Electronic - Add		\$0.96	NA	NA	NA	NA	\$2.84	\$3.42	\$1.36	NA
NFC - Manual - Tel		\$4.80	NA	NA	NA	NA	\$0.95	\$0.95	\$0.71	NA
NFC - Manual - Add		\$0.96	NA	NA	NA	NA	\$4.73	\$1.89	\$7.35	NA
NFC - Disconnect		\$2.86	NA	NA	NA	NA	\$0.96	NA	\$0.86	NA
Unbundled Port Usage Charges							\$2.84	NA	NA	NA
End Office Switching (Port Usage)										
End Office Switching Function, per mou	NA	\$0.0018	\$0.000846	\$0.001333	\$0.002542	\$0.0021	\$0.002377	\$0.001700	\$0.001825	\$0.0008
End Office Interoffice Trunk Port - Shared, per mou	NA	\$0.002	\$0.001583	\$0.0001564	NA	\$0.002	\$0.001927	NA	\$0.000591	NA
Trunk Switching (Port Usage) (Local or Access Trunkline)										
Trunk Switching Function, per mou	NA	\$0.00083	\$0.000192	\$0.0008757	\$0.001068	\$0.0008	\$0.0007854	\$0.0009	\$0.000843	\$0.000978
Trunk Interoffice Trunk Port - Shared, per mou			\$0.0002713	\$0.0006136	NA	\$0.003	\$0.002834	NA	\$0.000404	NA
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	NA	\$0.00001	\$0.0000039	\$0.000008	\$0.0000049	\$0.0000083	\$0.0000091	\$0.00001	\$0.0000121	\$0.0000064
Common (Shared) Transport Facilities 1 termination per mou	NA	\$0.00045	\$0.0004578	\$0.0004152	\$0.000426	\$0.00047	\$0.0004281	\$0.00034	\$0.0004672	\$0.0003971
NOTES:										
1 Interim rates subject to true-up.										
2 Port rate includes all available features.										
3 Transmission/usage charges associated with POTB circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by ISDN Channels associated with 2-wire ISDN ports.										
4 Access to B Channel or D Channel Packet capabilities will be available only through B7P/NEW Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/NEW Business Request Process.										
5 This rate element is for those states which have a specific rate for User Profile per B Channel.										
6 This rate element is for use in those states with a different rate for additional minutes of use.										
7 Rates in TN and FL are interim and shall be true-up when final rates are ordered.										
8 When the state Commission has adopted rates for the rate elements contained herein, it is the intent of the parties to reflect such rates in this schedule and to apply the same consistent with applicable POC and Commission rules and orders.										

UNBUNDLED DEDICATED TRANSPORT - Local Channel	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Local Channel - Dedicated - 3 Wires VG										
2-wire VG per mile										
1L5NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1LDV2	\$14.61	\$29.33	\$29.33	\$13.91	\$22.26	\$18.94	\$17.83	\$14.63	\$15.63	\$19.02
NRC - 2 wire VG - 1a	\$494.65	\$989.30	\$989.30	\$202.95	\$336.15	\$272.19	\$254.59	\$193.00	\$204.00	\$259.13
LDV2	\$44.44	\$88.88	\$88.88	\$32.40	\$52.63	\$43.75	\$41.35	\$31.09	\$32.19	\$40.16
NRC - 2 Wires VG - Disconnect Chg - 1a	\$77.83	\$155.66	\$155.66	NA	NA	\$63.68	\$77.69	NA	NA	\$44.81
NRC - Manual Svc Order, per LSR	NA	NA	NA	NA	NA	NA	\$4.95	NA	NA	\$4.95
NRC - Manual Svc Order, per LSR disconnected	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$19.99
NRC - Electronic Svc Order, per LSR	\$3.50	\$7.00	\$7.00	\$3.50	\$5.25	\$4.20	\$3.50	\$2.75	\$2.80	\$3.50
NRC - Electronic Svc Order, per LSR disconnected	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2 Wires VG - Incremental Charge-Manual Svc Order - 1a	\$27.37	\$54.74	\$54.74	\$18.94	\$31.44	\$18.14	\$25.50	\$22.17	\$23.75	NA
NRC - 2 Wires VG - Incremental Charge-Manual Svc Order - Adst	\$18.37	\$36.74	\$36.74	\$8.42	\$13.99	\$8.08	\$11.34	\$12.76	\$13.55	NA
NRC - 2 Wires VG - Incremental Charge-Manual Svc Order-Disconnect										
Local Channel - Dedicated - 3 Wires VG Rev. Bld.										
2-wire VG per mile										
1L5NC	\$17.75	NA	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
1LDV2	\$14.61	\$29.33	\$29.33	\$13.91	\$22.26	\$18.94	\$17.83	\$14.63	\$15.63	\$19.02
NRC - 2 wire VG - 1a	\$494.65	\$989.30	\$989.30	\$202.95	\$336.15	\$272.19	\$254.59	\$193.00	\$204.00	\$259.13
LDV2	\$44.44	\$88.88	\$88.88	\$32.40	\$52.63	\$43.75	\$41.35	\$31.09	\$32.19	\$40.16
NRC - 2 Wires VG - Disconnect Chg - 1a	\$77.83	\$155.66	\$155.66	NA	NA	\$63.68	\$77.69	NA	NA	\$44.81
NRC - Manual Svc Order, per LSR	NA	NA	NA	NA	NA	NA	\$4.95	NA	NA	\$4.95
NRC - Manual Svc Order, per LSR disconnected	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$19.99
NRC - Electronic Svc Order, per LSR	\$3.50	\$7.00	\$7.00	\$3.50	\$5.25	\$4.20	\$3.50	\$2.75	\$2.80	\$3.50
NRC - Electronic Svc Order, per LSR disconnected	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2 Wires VG - Incremental Charge-Manual Svc Order - 1a	\$27.37	\$54.74	\$54.74	\$18.94	\$31.44	\$18.14	\$25.50	\$22.17	\$23.75	NA
NRC - 2 Wires VG - Incremental Charge-Manual Svc Order - Adst	\$18.37	\$36.74	\$36.74	\$8.42	\$13.99	\$8.08	\$11.34	\$12.76	\$13.55	NA
NRC - 2 Wires VG - Incremental Charge-Manual Svc Order-Disconnect										
Local Channel - Dedicated - 4 Wires VG										
4-wire VG per mile										
1L5NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1LDV4	\$15.77	\$31.54	\$31.54	\$14.99	\$23.98	\$18.21	\$18.03	\$15.77	\$16.76	\$20.14
NRC - 4 Wires VG - 1a	\$62.43	\$124.86	\$124.86	\$44.44	\$71.93	\$57.63	\$56.12	\$46.24	\$48.64	\$60.53
LDV4	\$88.88	\$177.76	\$177.76	NA	\$286.53	\$231.25	\$224.38	\$182.67	\$191.57	\$238.13
NRC - 4 Wires VG - Disconnect Chg - 1a	\$78.71	\$157.42	\$157.42	NA	NA	\$64.36	\$78.54	NA	NA	\$48.43
NRC - Manual Svc Order, per LSR	NA	NA	NA	NA	NA	NA	\$9.84	NA	NA	\$9.84
NRC - Manual Svc Order, per LSR disconnected	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$19.99
NRC - Electronic Svc Order, per LSR	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnected	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4 Wires VG - Incremental Charge-Manual Svc Order - 1a	\$33.60	\$67.20	\$67.20	\$33.60	\$50.40	\$33.60	\$33.60	\$26.88	\$28.80	\$36.00
NRC - 4 Wires VG - Incremental Charge-Manual Svc Order - Adst	\$27.37	\$54.74	\$54.74	\$18.94	\$31.44	\$18.14				

BELL SOUTHWESTERN SOUTH RATES
RESIDENTIAL SERVICES
AND OTHER SERVICES

LRUC	AL	PL	QA	KV	LA	MS	NC	SC	TW
NRG - DSI: Incremental Charge - Manual Svc Order - 1st	\$3.48	NA	\$37.55	\$30.12	\$20.25	\$31.49	\$55.25	\$54.26	NA
NRG - DSI: Incremental Charge - Manual Svc Order - Add'l	\$3.48	NA	\$37.55	\$30.12	\$20.25	\$31.49	\$55.25	\$54.26	NA
NRG - DSI: Incremental Charge - Manual Svc Order - Disconnect - 1st	\$19.03	NA	\$18.03	NA	\$20.94	\$25.35	NA	NA	NA
NRG - DSI: Incremental Charge - Manual Svc Order - Disconnect - Add'l	\$19.03	NA	\$18.03	NA	\$20.94	\$25.35	NA	NA	NA
Local Channel - Dedicated - STS-1									
STS-1: per mile per month	\$8.14	\$3.18	\$8.25	\$31.00	\$8.77	\$33.58	NA	\$12.08	\$25.11
STS-1: Facility Termination - 1st	\$528.40	\$528.40	\$528.40	\$528.40	\$528.40	\$528.40	\$528.40	\$528.40	\$528.40
STS-1: Facility Termination - Add'l	\$528.40	\$528.40	\$528.40	\$528.40	\$528.40	\$528.40	\$528.40	\$528.40	\$528.40
NRG - STS-1: Facility Termination - 1st	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09
NRG - STS-1: Facility Termination - Add'l	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09
NRG - STS-1: Facility Termination - Disconnect - 1st	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09
NRG - STS-1: Facility Termination - Disconnect - Add'l	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09
NRG - STS-1: Manual Svc Order - 1st	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09
NRG - STS-1: Manual Svc Order - Add'l	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09
NRG - STS-1: Manual Svc Order - Disconnect - 1st	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09
NRG - STS-1: Manual Svc Order - Disconnect - Add'l	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09
NRG - STS-1: Electronic Svc Order - 1st	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09
NRG - STS-1: Electronic Svc Order - Add'l	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09
NRG - STS-1: Electronic Svc Order - Disconnect - 1st	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09
NRG - STS-1: Electronic Svc Order - Disconnect - Add'l	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09	\$1.09
NRG - STS-1: Incremental Charge - Manual Svc Order - 1st	\$3.48	NA	\$37.55	\$30.12	\$20.25	\$31.49	\$55.25	\$54.26	NA
NRG - STS-1: Incremental Charge - Manual Svc Order - Add'l	\$3.48	NA	\$37.55	\$30.12	\$20.25	\$31.49	\$55.25	\$54.26	NA
NRG - STS-1: Incremental Charge - Manual Svc Order - Disconnect - 1st	\$19.03	NA	\$18.03	NA	\$20.94	\$25.35	NA	NA	NA
NRG - STS-1: Incremental Charge - Manual Svc Order - Disconnect - Add'l	\$19.03	NA	\$18.03	NA	\$20.94	\$25.35	NA	NA	NA
Local Channel - Dedicated - OC3									
OC3: per mile per month	\$7.08	\$3.31	\$7.22	\$28.38	\$7.48	\$30.35	\$21.27	\$10.15	\$19.85
OC3: Facility Termination - 1st	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12
OC3: Facility Termination - Add'l	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12
OC3: Facility Termination - Disconnect - 1st	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12
OC3: Facility Termination - Disconnect - Add'l	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12
OC3: Manual Svc Order - 1st	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12
OC3: Manual Svc Order - Add'l	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12
OC3: Manual Svc Order - Disconnect - 1st	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12
OC3: Manual Svc Order - Disconnect - Add'l	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12
OC3: Electronic Svc Order - 1st	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12
OC3: Electronic Svc Order - Add'l	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12
OC3: Electronic Svc Order - Disconnect - 1st	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12
OC3: Electronic Svc Order - Disconnect - Add'l	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12	\$1.12
OC3: Incremental Charge - Manual Svc Order - 1st	\$3.48	NA	\$37.55	\$30.12	\$20.25	\$31.49	\$55.25	\$54.26	NA
OC3: Incremental Charge - Manual Svc Order - Add'l	\$3.48	NA	\$37.55	\$30.12	\$20.25	\$31.49	\$55.25	\$54.26	NA
OC3: Incremental Charge - Manual Svc Order - Disconnect - 1st	\$19.03	NA	\$18.03	NA	\$20.94	\$25.35	NA	NA	NA
OC3: Incremental Charge - Manual Svc Order - Disconnect - Add'l	\$19.03	NA	\$18.03	NA	\$20.94	\$25.35	NA	NA	NA
Local Channel - Dedicated - OC12									
OC12: per mile per month	\$10.13	\$2.03	\$8.31	\$40.60	\$3.40	\$50.78	\$30.38	\$14.50	\$28.51
OC12: Facility Termination - 1st	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16
OC12: Facility Termination - Add'l	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16
OC12: Facility Termination - Disconnect - 1st	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16
OC12: Facility Termination - Disconnect - Add'l	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16
OC12: Manual Svc Order - 1st	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16
OC12: Manual Svc Order - Add'l	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16
OC12: Manual Svc Order - Disconnect - 1st	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16
OC12: Manual Svc Order - Disconnect - Add'l	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16
OC12: Electronic Svc Order - 1st	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16
OC12: Electronic Svc Order - Add'l	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16
OC12: Electronic Svc Order - Disconnect - 1st	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16
OC12: Electronic Svc Order - Disconnect - Add'l	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16	\$1.16
OC12: Incremental Charge - Manual Svc Order - 1st	\$3.48	NA	\$37.55	\$30.12	\$20.25	\$31.49	\$55.25	\$54.26	NA
OC12: Incremental Charge - Manual Svc Order - Add'l	\$3.48	NA	\$37.55	\$30.12	\$20.25	\$31.49	\$55.25	\$54.26	NA
OC12: Incremental Charge - Manual Svc Order - Disconnect - 1st	\$19.03	NA	\$18.03	NA	\$20.94	\$25.35	NA	NA	NA
OC12: Incremental Charge - Manual Svc Order - Disconnect - Add'l	\$19.03	NA	\$18.03	NA	\$20.94	\$25.35	NA	NA	NA
Local Channel - Dedicated - OC18									
OC18: per mile per month	\$3.22	\$3.04	\$2.25	\$13.84	\$1.19	\$16.55	\$9.86	\$4.57	\$8.50
OC18: Facility Termination - 1st	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47
OC18: Facility Termination - Add'l	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47
OC18: Facility Termination - Disconnect - 1st	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47
OC18: Facility Termination - Disconnect - Add'l	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47
OC18: Manual Svc Order - 1st	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47
OC18: Manual Svc Order - Add'l	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47
OC18: Manual Svc Order - Disconnect - 1st	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47
OC18: Manual Svc Order - Disconnect - Add'l	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47
OC18: Electronic Svc Order - 1st	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47
OC18: Electronic Svc Order - Add'l	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47
OC18: Electronic Svc Order - Disconnect - 1st	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47
OC18: Electronic Svc Order - Disconnect - Add'l	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47	\$1.47
OC18: Incremental Charge - Manual Svc Order - 1st	\$3.48	NA	\$37.55	\$30.12	\$20.25	\$31.49	\$55.25	\$54.26	NA
OC18: Incremental Charge - Manual Svc Order - Add'l	\$3.48	NA	\$37.55	\$30.12	\$20.25	\$31.49	\$55.25	\$54.26	NA
OC18: Incremental Charge - Manual Svc Order - Disconnect - 1st	\$19.03	NA	\$18.03	NA	\$20.94	\$25.35	NA	NA	NA
OC18: Incremental Charge - Manual Svc Order - Disconnect - Add'l	\$19.03	NA	\$18.03	NA	\$20.94	\$25.35	NA	NA	NA

[illegible]

[illegible]

U90C	AL	FL	QA	KY	LA	MS	NC	SC	TN
OC3 - per mile per month	\$7.35	\$3.24	\$4.37	\$27.97	\$13.89	\$18.35	\$14.10	\$9.75	\$13.49
OC3 - Facility Termination - 1st	\$2.475	\$3,020.08	\$2,187.00	\$17,344	\$2,890	\$1,692.00	\$2,071	\$2,802	\$7,124
NRC - OC3 - Facility Termination - Add	\$570.65	\$469.65	\$419.20	\$1,359	\$927.35	\$1,283.00	\$1,361	\$915.64	\$950.10
NRC - OC3 - Facility Termination - Disconnected Charge - 1st	\$317.46	\$312.05	\$317.36	\$516.89	\$304.90	\$404.94	\$269.93	\$410.02	\$111.99
NRC - OC3 - Facility Termination - Disconnected Charge - Add	\$121.72	\$111.56	\$122.31	NA	\$102.16	\$134.07	\$11.85	\$103.36	\$103.36
NRC - Manual Svc Order, per LSH	\$118.54	\$108.34	\$118.14	NA	\$99.48	\$130.59	\$128.19	NA	\$100.59
NRC - Manual Svc Order, per LSH disconnected	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Electronic Svc Order, per LSH	\$3.64	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSH disconnected	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-1st	\$38.48	NA	\$37.85	\$93.12	\$50.25	\$68.82	\$94.77	\$54.28	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Add	\$38.48	NA	\$37.85	\$93.12	\$50.25	\$68.82	\$94.77	\$54.28	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnected	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
1st	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Add	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Disconnected-1st	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Disconnected-Add	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Disconnected-Disconnected	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
OC12 - per mile per month	\$19.26	\$28.45	\$15.05	\$24.86	\$74.44	\$60.42	\$48.55	\$32.52	\$49.80
OC12 - Facility Termination	\$3.785	\$11,996.14	\$8,202.00	\$17,344	\$11,517	\$7,182	\$7,676	\$11,132	\$8,010
NRC - OC12 - Facility Termination - 1st	\$1,006	\$1,006	\$1,004.00	\$1,713	\$1,147	\$1,596	\$1,591	\$1,031	\$1,179
NRC - OC12 - Facility Termination - Add	\$317.46	\$218.08	\$317.36	\$516.89	\$304.90	\$404.94	\$269.93	\$410.02	\$111.99
NRC - OC12 - Facility Termination - Disconnected Charge - 1st	\$121.72	\$111.56	\$122.31	NA	\$102.16	\$134.07	\$11.85	\$103.36	\$103.36
NRC - OC12 - Facility Termination - Disconnected Charge - Add	\$118.54	\$108.34	\$118.14	NA	\$99.48	\$130.59	\$128.19	NA	\$100.59
NRC - Manual Svc Order, per LSH	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSH disconnected	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Electronic Svc Order, per LSH	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSH disconnected	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-1st	\$38.48	NA	\$37.85	\$93.12	\$50.25	\$68.82	\$94.77	\$54.28	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Add	\$38.48	NA	\$37.85	\$93.12	\$50.25	\$68.82	\$94.77	\$54.28	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnected	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
1st	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Add	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Disconnected-1st	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Disconnected-Add	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Disconnected-Disconnected	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
OC12 - per mile per month	\$30.85	\$34.07	\$25.75	\$138.02	\$128.69	\$102.43	\$120.08	\$45.82	\$101.83
OC12 - Facility Termination	\$11.991	\$12,460.78	\$11,134.00	\$16,017	\$14,950	\$11,490	\$10,863	\$687.58	\$1,618.32
NRC - OC12 - Facility Termination - 1st	\$1,026	\$1,199.42	\$1,137.00	\$1,497	\$1,451	\$1,351.00	\$268.66	\$1,541	\$1,170
NRC - OC12 - Facility Termination - Add	\$317.46	\$1,084.66	\$1,084.00	\$1,713	\$1,147	\$1,596.00	\$1,722	\$1,131	\$1,170
NRC - OC12 - Facility Termination - Disconnected Charge - 1st	\$121.72	\$111.56	\$122.31	NA	\$102.16	\$134.07	\$11.85	\$103.36	\$103.36
NRC - OC12 - Facility Termination - Disconnected Charge - Add	\$118.54	\$108.34	\$118.14	NA	\$99.48	\$130.59	\$128.19	NA	\$100.59
NRC - Manual Svc Order, per LSH	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSH disconnected	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Electronic Svc Order, per LSH	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSH disconnected	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-1st	\$38.48	NA	\$37.85	\$93.12	\$50.25	\$68.82	\$94.77	\$54.28	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Add	\$38.48	NA	\$37.85	\$93.12	\$50.25	\$68.82	\$94.77	\$54.28	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnected	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
1st	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Add	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Disconnected-1st	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Disconnected-Add	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Disconnected-Disconnected	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
OC12 - per mile per month	\$25.38	\$28.87	\$18.04	\$38.32	\$24.84	\$29.30	\$29.81	\$20.01	\$22.98
OC12 - Facility Termination	\$3.785	\$3,020.08	\$2,187.00	\$17,344	\$2,890	\$1,692.00	\$2,071	\$2,802	\$7,124
NRC - OC12 - Facility Termination - 1st	\$1,006	\$1,006	\$1,004.00	\$1,713	\$1,147	\$1,596	\$1,591	\$1,031	\$1,179
NRC - OC12 - Facility Termination - Add	\$317.46	\$218.08	\$317.36	\$516.89	\$304.90	\$404.94	\$269.93	\$410.02	\$111.99
NRC - OC12 - Facility Termination - Disconnected Charge - 1st	\$121.72	\$111.56	\$122.31	NA	\$102.16	\$134.07	\$11.85	\$103.36	\$103.36
NRC - OC12 - Facility Termination - Disconnected Charge - Add	\$118.54	\$108.34	\$118.14	NA	\$99.48	\$130.59	\$128.19	NA	\$100.59
NRC - Manual Svc Order, per LSH	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSH disconnected	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Electronic Svc Order, per LSH	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSH disconnected	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-1st	\$38.48	NA	\$37.85	\$93.12	\$50.25	\$68.82	\$94.77	\$54.28	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Add	\$38.48	NA	\$37.85	\$93.12	\$50.25	\$68.82	\$94.77	\$54.28	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnected	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
1st	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Add	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Disconnected-1st	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Disconnected-Add	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Disconnected-Disconnected	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
OC12 - per mile per month	\$25.38	\$28.87	\$18.04	\$38.32	\$24.84	\$29.30	\$29.81	\$20.01	\$22.98
OC12 - Facility Termination	\$3.785	\$3,020.08	\$2,187.00	\$17,344	\$2,890	\$1,692.00	\$2,071	\$2,802	\$7,124
NRC - OC12 - Facility Termination - 1st	\$1,006	\$1,006	\$1,004.00	\$1,713	\$1,147	\$1,596	\$1,591	\$1,031	\$1,179
NRC - OC12 - Facility Termination - Add	\$317.46	\$218.08	\$317.36	\$516.89	\$304.90	\$404.94	\$269.93	\$410.02	\$111.99
NRC - OC12 - Facility Termination - Disconnected Charge - 1st	\$121.72	\$111.56	\$122.31	NA	\$102.16	\$134.07	\$11.85	\$103.36	\$103.36
NRC - OC12 - Facility Termination - Disconnected Charge - Add	\$118.54	\$108.34	\$118.14	NA	\$99.48	\$130.59	\$128.19	NA	\$100.59
NRC - Manual Svc Order, per LSH	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSH disconnected	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Electronic Svc Order, per LSH	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSH disconnected	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-1st	\$38.48	NA	\$37.85	\$93.12	\$50.25	\$68.82	\$94.77	\$54.28	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Add	\$38.48	NA	\$37.85	\$93.12	\$50.25	\$68.82	\$94.77	\$54.28	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnected	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
1st	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Add	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Disconnected-1st	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Disconnected-Add	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Disconnected-Disconnected	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
OC12 - per mile per month	\$25.38	\$28.87	\$18.04	\$38.32	\$24.84	\$29.30	\$29.81	\$20.01	\$22.98
OC12 - Facility Termination	\$3.785	\$3,020.08	\$2,187.00	\$17,344	\$2,890	\$1,692.00	\$2,071	\$2,802	\$7,124
NRC - OC12 - Facility Termination - 1st	\$1,006	\$1,006	\$1,004.00	\$1,713	\$1,147	\$1,596	\$1,591	\$1,031	\$1,179
NRC - OC12 - Facility Termination - Add	\$317.46	\$218.08	\$317.36	\$516.89	\$304.90	\$404.94	\$269.93	\$410.02	\$111.99
NRC - OC12 - Facility Termination - Disconnected Charge - 1st	\$121.72	\$111.56	\$122.31	NA	\$102.16	\$134.07	\$11.85	\$103.36	\$103.36
NRC - OC12 - Facility Termination - Disconnected Charge - Add	\$118.54	\$108.34	\$118.14	NA	\$99.48	\$130.59	\$128.19	NA	\$100.59
NRC - Manual Svc Order, per LSH	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSH disconnected	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Electronic Svc Order, per LSH	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSH disconnected	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-1st	\$38.48	NA	\$37.85	\$93.12	\$50.25	\$68.82	\$94.77	\$54.28	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Add	\$38.48	NA	\$37.85	\$93.12	\$50.25	\$68.82	\$94.77	\$54.28	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnected	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
1st	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Add	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Disconnected-1st	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Disconnected-Add	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Disconnected-Disconnected	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
OC12 - per mile per month	\$25.38	\$28.87	\$18.04	\$38.32	\$24.84	\$29.30	\$29.81	\$20.01	\$22.98
OC12 - Facility Termination	\$3.785	\$3,020.08	\$2,187.00	\$17,344	\$2,890	\$1,692.00	\$2,071	\$2,802	\$7,124
NRC - OC12 - Facility Termination - 1st	\$1,006	\$1,006	\$1,004.00	\$1,713	\$1,147	\$1,596	\$1,591	\$1,031	\$1,179
NRC - OC12 - Facility Termination - Add	\$317.46	\$218.08	\$317.36	\$516.89	\$304.90	\$404.94	\$269.93	\$410.02	\$111.99
NRC - OC12 - Facility Termination - Disconnected Charge - 1st	\$121.72	\$111.56	\$122.31	NA	\$102.16	\$134.07	\$11.85	\$103.36	\$103.36
NRC - OC12 - Facility Termination - Disconnected Charge - Add	\$118.54	\$108.34	\$118.14	NA	\$99.48	\$130.59	\$128.19	NA	\$100.59
NRC - Manual Svc Order, per LSH	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSH disconnected	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Electronic Svc Order, per LSH	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSH disconnected	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-1st	\$38.48	NA	\$37.85	\$93.12	\$50.25	\$68.82	\$94.77	\$54.28	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Add	\$38.48	NA	\$37.85	\$93.12	\$50.25	\$68.82	\$94.77	\$54.28	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnected	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
1st	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA
Add	\$19.03	NA	\$18.03	NA	\$20.84	\$29.59	\$29.78	NA	NA

BELL SOUTHWEST WOODRUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Channel System - Incremental Cost - Manual Svc Order vs. Electronic - 1st		SOMAN	\$15.61	NA	\$14.75	\$41.47	\$19.74	\$26.95	\$28.13	\$25.59	\$21.71
Channel System - Incremental Cost - Manual Svc Order vs. Electronic - Add'l		SOMAN	\$7.39	NA	\$6.55	\$11.99	\$9.77	\$11.96	\$13.53	\$9.92	\$10.48
Incremental Cost-Manual Svc Order vs. Elect Disconnect - 1st		SOMAN	\$11.67	NA	\$10.60	NA	\$12.43	\$18.37	\$18.76	NA	\$14.21
Incremental Cost-Manual Svc Order vs. Elect Disconnect - Add'l		SOMAN	\$0.9469	NA	NA	NA	NA	NA	\$1.40	NA	\$1.46
DS1 Channelization (DS1 to DS0)											
per Channelized System (24 DS0) per month											
NRC - 1st		MO1	\$136.82	\$153.60	\$176.22	\$200.01	\$209.87	\$148.87	\$177.72	\$147.51	\$165.21
NRC - Add'l		MO1	\$197.96	\$182.12	\$194.22	\$302.82	\$193.63	\$271.32	\$287.19	\$220.89	\$197.21
NRC - 1st - Disconnect		MO1	\$125.12	\$125.18	\$123.59	\$194.20	\$118.37	\$164.56	\$161.43	\$137.15	\$119.99
NRC - Add'l - Disconnect		MO1	\$30.18	\$19.52	\$31.03	NA	\$26.44	\$36.38	\$34.55	NA	\$29.68
Interface (DS0)											
per DS0-DS1 (data) card per month (2.4 DS0s)											
NRC - 1st		101D0	\$1.68	\$2.20	\$1.66	\$2.94	\$3.12	\$2.86	\$2.78	\$2.34	\$2.48
NRC - Add'l		101D0	\$12.05	\$13.18	\$12.02	\$15.66	\$12.29	\$15.65	\$15.76	\$12.05	\$12.61
per BRTE card per month		101D0	\$8.69	\$9.43	\$8.66	\$11.36	\$11.35	\$11.35	\$11.24	\$8.68	\$9.03
NRC - 1st		UC1CA	\$3.41	\$3.83	\$3.71	\$4.04	\$4.18	\$3.88	\$3.78	\$4.21	\$3.53
NRC - Add'l		UC1CA	\$12.05	\$13.18	\$12.02	\$15.66	\$12.29	\$15.65	\$15.76	\$12.05	\$12.61
per VG card per month (DS0)		UC1CA	\$8.69	\$9.43	\$8.66	\$11.36	\$11.35	\$11.35	\$11.24	\$8.68	\$9.03
NRC - 1st		101V0	\$0.6968	\$1.45	\$1.17	\$1.40	\$1.82	\$1.43	\$1.64	\$1.47	\$1.25
NRC - Add'l		101V0	\$12.05	\$13.18	\$12.02	\$15.66	\$12.29	\$15.65	\$15.76	\$12.05	\$12.61
NRC - Manual Svc Order, per LSA		101V0	\$8.69	\$9.43	\$8.66	\$11.36	\$11.35	\$11.35	\$11.24	\$8.68	\$9.03
NRC - Manual Svc Order, per LSR		SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.98
NRC - Electronic Svc Order, per LSR		SOMAN	NA	\$3.64	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR Disconnect		SOMAN	NA	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
Channel System - Incremental Cost - Manual Svc Order vs. Electronic - 1st		SOMAN	\$15.61	NA	NA	\$14.75	\$19.74	\$26.95	\$28.13	\$25.59	\$21.71
Channel System - Incremental Cost - Manual Svc Order vs. Electronic - Add'l		SOMAN	\$7.39	NA	\$6.55	\$11.99	\$9.77	\$11.96	\$13.53	\$9.92	\$10.48
Incremental Cost-Manual Svc Order vs. Elect Disconnect - 1st		SOMAN	\$11.67	NA	\$10.60	NA	\$12.43	\$18.37	\$18.76	NA	\$14.21
Incremental Cost-Manual Svc Order vs. Elect Disconnect - Add'l		SOMAN	\$0.9469	NA	NA	NA	NA	NA	\$1.40	NA	\$1.46
UNBUNDLED DARK FIBER											
Dark Fiber - Interoffice (four fiber strands) per route mile or fraction thereof, per month		1LSOF	\$25.90	\$28.82	\$24.96	\$31.95	\$32.78	\$33.93	\$29.86	\$36.75	\$28.80
NRC - Per each four-fiber dark fiber arrangement - 1st		LOF14	\$1,759.00	\$1,278.62	\$1,737.00	\$1,741.00	\$1,748.00	\$1,741.00	\$1,738.00	\$1,741.00	\$1,732.00
NRC - Per each four-fiber dark fiber arrangement - Add'l		LOF14	\$563.09	\$778.82	\$562.39	\$563.75	\$565.20	\$563.75	\$562.82	\$563.53	\$564.08
NRC - Disconnect - 1st		LOF14	NA	\$367.64	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect - Add'l		LOF14	NA	\$368.34	NA	NA	NA	NA	NA	NA	NA
Dark Fiber - Local Channel (four fiber strands) per route mile or fraction thereof		1LSOC	\$70.82	\$58.36	\$64.83	\$48.07	\$64.72	\$71.55	\$58.47	\$100.37	\$60.08
NRC - Per each four-fiber dark fiber arrangement - 1st		LOF14	\$1,759.00	\$1,278.62	\$1,737.00	\$1,741.00	\$1,748.00	\$1,741.00	\$1,738.00	\$1,741.00	\$1,732.00
NRC - Per each four-fiber dark fiber arrangement - Add'l		LOF14	\$563.09	\$778.82	\$562.39	\$563.75	\$565.20	\$563.75	\$562.82	\$563.53	\$564.08
NRC - Disconnect - 1st		LOF14	NA	\$367.64	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect - Add'l		LOF14	NA	\$368.34	NA	NA	NA	NA	NA	NA	NA
Dark Fiber - Local Loop (four fiber strands) per route mile or fraction thereof		1LSOL	\$70.82	\$58.36	\$64.83	\$48.07	\$64.72	\$71.55	\$58.47	\$100.37	\$60.08
NRC - Per each four-fiber dark fiber arrangement - 1st		LOF14	\$1,759.00	\$1,278.62	\$1,737.00	\$1,741.00	\$1,748.00	\$1,741.00	\$1,738.00	\$1,741.00	\$1,732.00
NRC - Per each four-fiber dark fiber arrangement - Add'l		LOF14	\$563.09	\$778.82	\$562.39	\$563.75	\$565.20	\$563.75	\$562.82	\$563.53	\$564.08
NRC - Disconnect - 1st		LOF14	NA	\$367.64	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect - Add'l		LOF14	NA	\$368.34	NA	NA	NA	NA	NA	NA	NA
NOTES:											
Interim rates subject to true-up.											
Where the state Commission has adopted rates for the rate elements contained herein, it is the intent of the parties to reflect such rates in this exhibit and to apply the same consistent with applicable FCC and Commission rules and orders.											

[illegible]

DESCRIPTION	AL	FL	GA	KY	LA	MS	NC	SC	TX
NC - 2-Wire Voice Grade Loop Zone 1	NA	\$14.90	\$10.80	NA	\$14.05	NA	NA	NA	\$15.92
NC - 2-Wire Voice Grade Loop Zone 2	NA	\$19.51	\$12.47	NA	\$24.14	NA	NA	NA	\$20.79
NC - 2-Wire Voice Grade Loop Zone 3	NA	\$24.25	\$19.83	NA	\$40.30	NA	NA	NA	\$27.16
Combination Rates									
NC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	NA	NA	NA	NA	NA	NA	\$28.18	NA	NA
NC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	NA	\$20.80	\$24.80	NA	\$28.05	NA	NA	NA	\$29.92
NC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	NA	\$20.51	\$28.47	NA	\$38.14	NA	NA	NA	\$41.18
NC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	NA	\$38.25	\$33.83	NA	\$63.30	NA	NA	NA	
Nonrecurrent Charges									
2-Wire Voice Grade Line Port (Rms. And Bus.)									
NRFC - 2-wire voice grade unbundled port/loop combination - 1st, with change	NA	\$41.50	\$41.60	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRFC - 2-wire voice grade unbundled port/loop combination - Add'l, with change	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.60	NA	\$41.50
NRFC - 2-wire voice grade unbundled port/loop combination - 1st, no change	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRFC - 2-wire voice grade unbundled port/loop combination - Add'l, no change	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRFC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	NA	\$10.00	\$10.00	NA	\$10.00	NA	\$10.00	NA	\$10.00
NRFC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Change, Electronic, per LSR received from the CLEC by one of the OSS interactive	NA	\$2.75	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRFC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Order vs. Electronic - 1st	NA	\$21.56	\$33.76	NA	\$31.82	NA	\$40.18	NA	\$30.89
NRFC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Order vs. Electronic - Add'l	NA	\$21.56	\$7.86	NA	\$7.32	NA	\$9.45	NA	\$7.03
NRFC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	NA	TBD	TBD	NA	\$2.11	NA	\$1.42	NA	TBD
NRFC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	NA	TBD	TBD	NA	\$5.12	NA	\$10.27	NA	TBD
NRFC - Electronic Service Order Disconnect	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA
NRFC - Incremental Manual Service Order Disconnect	NA	\$3.84	\$20.00	NA	\$20.00	NA	\$20.00	NA	\$20.00
2-Wire Analog Line Port (PBX), per month									
2-Wire Analog Line Port (PBX), per month									
2-Wire Voice Unbundled Combination 2-Way PBX Trunk - Residence	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-Wire Voice Unbundled Combination 2-Way PBX Trunk - Business	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-Wire Voice Unbundled Outward PBX Trunk - Business	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-Wire Voice Unbundled Incoming PBX Trunk - Business	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-Wire Voice Unbundled 2-Way Combination PBX Alabama Calling	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Voice Unbundled 3-Way Combination PBX Louisiana Calling	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Voice Unbundled PBX LD Terminal Ports	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-Wire Voice Unbundled 2-Way Combination PBX Tennessee	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Voice Unbundled 2-Way Combination PBX Usage Port	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-Wire Voice Unbundled PBX LD Terminal Board Port	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-Wire Voice Unbundled PBX LD Terminal Switchboard Port	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-Wire Voice Unbundled 2-Way PBX Kentucky Room Area Calling	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-Wire Voice Unbundled PBX Kentucky LD Area Calling Port	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Voice Unbundled PBX Kentucky Premium Calling Port	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Voice Unbundled 2-Way Kentucky Area Calling Port	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Voice Unbundled 2-Way PBX Louisiana Local Optional	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-Wire Voice Unbundled 1-Way Outgoing PBX									

DESCRIPTION	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
DWACANT ROOM CALLING PORT	UEPXD								
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
DISCOUNT CALLING PORT	UEPXP								
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY	NA	NA	NA	NA	NA	NA	NA	NA	NA
CALLING PORT	UEPXD								
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL	NA	NA	NA	NA	NA	NA	NA	NA	NA
CALLING PORT	UEPXR								
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX NEARSHRED PORT	UEPXS	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS	NA	NA	NA	NA	NA	NA	NA	NA	NA
CALLING PORT	UEPYT								
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPJU	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGION/SERV	UEPVV	NA	NA	NA	NA	NA	NA	NA	\$14.00
CALLING PORT	LURPS								
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)									
2-Wire Voice Grade Loop (RL 1)									
RG - 2-Wire Voice Grade Loop - Steplands	UEPLX	NA	NA	NA	NA	NA	\$16.18	NA	NA
RG - 2-Wire Voice Grade Loop - Zone 1	UEPLX	NA	\$14.90	NA	\$14.05	NA	NA	NA	\$16.92
RG - 2-Wire Voice Grade Loop - Zone 2	UEPLX	NA	\$19.51	NA	\$24.14	NA	NA	NA	\$20.79
RG - 2-Wire Voice Grade Loop - Zone 3	UEPLX	NA	\$24.25	NA	\$40.30	NA	NA	NA	\$27.16
RG - 2-Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	NA	NA	NA
Combination Rates									
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Steplands	Note 8	NA	NA	NA	NA	NA	\$28.18	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	NA	\$24.90	NA	\$28.05	NA	NA	NA	\$29.92
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	NA	\$28.81	NA	\$38.14	NA	NA	NA	\$34.79
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	NA	\$38.25	NA	\$63.30	NA	NA	NA	\$41.18
Interconnecting Charges									
NIRC - 2-wire voice grade unbundled portloop combination - 1st, with change	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NIRC - 2-wire voice grade unbundled portloop combination - ADT, with change	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NIRC - 2-wire voice grade unbundled portloop combination - 1st, no change	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NIRC - 2-wire voice grade unbundled portloop combination - ADT, no change	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NIRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	NA	\$10.00	\$10.00	\$10.00	\$10.00	NA	\$10.00	NA	\$10.00
NIRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Change, Electronic, per LSR received from the CLEC by one of the OSS Interactive	SOMEC	NA	\$2.75	NA	\$3.50	NA	\$3.50	NA	\$3.50
(Notes 7)									
NIRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Src Order vs. Electronic - 1st	SOMAN	NA	\$21.56	NA	\$31.82	NA	\$40.18	NA	\$30.88
NIRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Src Order vs. Electronic - ADT	SOMAN	NA	\$21.56	NA	\$7.32	NA	\$9.45	NA	\$7.03
NIRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	NA	NA	TBD	NA	\$2.11	NA	\$1.42	NA	TBD
NIRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	NA	TBD	TBD	NA	\$5.12	NA	\$10.27	NA	TBD
NIRC - Electronic Service Order Disconnect	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA
NIRC - Incremental Manual Service Order Disconnect	NA	\$3.84	\$20.00	NA	\$20.00	NA	\$20.00	NA	\$20.00
COST BASED RATE ESTIMATION - NIRC									
Currently Combined									
2-Wire Voice Grade Loop with 2-Wire Line Port									
2-Wire Voice Grade Loop Port (Rls.), per month									
2-wire voice unbundled port - residence	UEPRC	\$2.20	\$1.35	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-wire voice unbundled port with caller ID - residence	UEPRC	\$2.20	\$1.35	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-wire voice unbundled port originating only - residence	UEPRO	\$2.20	\$1.35	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-wire voice unbundled Alabama extended local dialing parity port with caller ID	UEPAR	\$2.20	NA	NA	NA	NA	NA	NA	NA
2-w									

BELLSOUTH/WESTMOUNT BATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice grade unburied South Carolina extended local dialing party port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	\$3.69	NA
2-wire voice grade unburied Tennessee extended local dialing party port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-wire voice unburied Florida area calling with caller ID - residence	UEPAF	NA	\$1.35	NA	NA	NA	NA	NA	NA	NA
2-wire voice unburied Louisiana Area Plus with caller ID - residence (RLI)	UEPAD	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-wire voice unburied Louisiana Area Plus with caller ID - residence (ACT)	UEPAH	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-wire voice unburied South Carolina Area Calling port with Caller ID - residence (LWIG)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	\$3.69	NA
2-wire voice unburied Tennessee Area Calling port with Caller ID - residence (UEPR)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-wire voice unburied Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-wire voice unburied Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-wire voice unburied Tennessee Area Calling port with Caller ID - residence (TACST)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-wire voice unburied Tennessee Area Calling port with Caller ID - residence (TACST)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-wire voice unburied TN for long distance port with Caller ID (LJLA)	UEPAP	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-wire voice unburied TN for long distance port with Caller ID (LJLA)	UEPAP	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-wire voice unburied port without Caller ID	UEPRC	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-wire voice unburied port without Caller ID	UEPRC	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-wire voice unburied outgoing only port	UEPRD	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-wire voice grade unburied Alabama extended local dialing party port with caller ID	UEPAN	\$2.20	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unburied Kentucky extended local dialing party port with caller ID	UEPPM	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-wire voice grade unburied Louisiana extended local dialing party port with caller ID	UEPAI	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-wire voice grade unburied Mississippi extended local dialing party port with caller ID	UEPAY	NA	NA	NA	NA	NA	\$2.12	NA	NA	NA
2-wire voice grade unburied South Carolina extended local dialing party port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	\$3.69	NA
2-wire voice grade unburied Tennessee extended local dialing party port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-wire voice unburied incoming only port with Caller ID	UEPBI	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-wire voice unburied LA Bus Area Calling Port with Caller ID (RLC)	UEPBA	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-wire voice unburied SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	\$3.69	NA
2-wire voice unburied TN Bus 2-Way Area Calling Port Economy Option (TACST)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-wire voice unburied TN Bus 2-Way Area Calling Port Standard Option (TACST)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-wire voice unburied TN Bus 2-WAY Greenville and Memphis Local Calling Port (BCP)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-Wire Voice Grade Loop (RLI)	UEPLI	NA	NA	NA	NA	NA	NA	\$14.18	NA	NA
RC - 2-Wire Voice Grade Loop - Statewide	UEPLI	\$14.35	\$14.80	\$10.80	\$14.78	\$14.05	\$14.56	NA	\$17.02	\$12.48
RC - 2-Wire Voice Grade Loop - Zone 1	UEPLI	\$23.31	\$18.51	\$12.47	\$27.66	\$24.14	\$19.33	NA	\$25.66	\$14.42
RC - 2-Wire Voice Grade Loop - Zone 2	UEPLI	\$42.24	\$21.25	\$18.83	\$47.78	\$49.30	\$27.63	NA	\$33.99	\$21.77
RC - 2-Wire Voice Grade Loop - Zone 3	UEPLI	NA	NA	NA	NA	NA	\$36.47	NA	NA	NA
RC - 2-Wire Voice Grade Loop - Zone 4	UEPLI	NA	NA	NA	NA	NA	NA	NA	NA	NA
Combination Rules	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	NA	NA	NA	NA	NA	NA	NA	\$16.48	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	NA	\$16.55	\$18.25	\$12.59	\$17.40	\$16.60	\$16.71	NA	\$20.71	\$17.02
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	NA	\$23.51	\$18.86	\$14.26	\$30.29	\$28.69	\$21.45	NA	\$29.35	\$18.86
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	NA	\$44.44	\$25.80	\$21.62	\$50.28	\$51.85	\$29.75	NA	\$37.68	\$26.31
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	NA	NA	NA	NA	NA	NA	\$38.59	NA	NA	NA
Interconnecting Charges	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop Line Port Combination - 1st Switch as is	USAC2	\$2.80	\$0.184	\$2.01	\$10.00	\$3.90	\$5.20	\$2.77	\$1.59	\$1.03
NRC - 2-Wire Voice Grade Loop Line Port Combination - Add'l Switch as is	USAC2	\$0.41	\$0.184	\$0.3108	\$10.00	\$0.29	\$0.41	\$0.40	\$0.40	\$0.2688
NRC - 2-Wire Voice Grade Loop Line Port Combination - 1st Switch with change	USAC2	\$2.80	\$0.184	\$2.01	\$10.00	\$3.90	\$5.20	\$2.77	\$1.59	\$1.03
NRC - 2-Wire Voice Grade Loop Line Port Combination - Add'l Switch with change	USAC2	\$0.41	\$0.184	\$0.3108	\$10.00	\$0.29	\$0.41	\$0.40	\$0.40	\$0.2688
NRC - 2-Wire Voice Grade Loop Line Port Combination - Subsequent Electronic, per LSA received from the CLEC by one of the OSS Interactive Interface (plus 7)	USAC2	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - 1st	SOMAC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 2-Wire Voice Grade Loop Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - Add'l	SOMAM	\$40.71	\$21.56	\$33.67	\$19.99	\$31.92	\$43.52	\$40.18	\$43.19	\$30.89
NRC - 2-Wire Voice Grade Loop Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - Add'l	SOMAM	\$9.56	\$21.56	\$7.86	\$19.99	\$7.32	\$9.99	\$9.45	\$9.91	\$7.00

DESCRIPTION	USOC	AL	FL	QA	KY	LA	MBS	INC	SC	TN
NRC - 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic		\$1.44	TBD	TBD	TBD	\$2.11	\$2.87	\$1.42	\$0.71	\$0.76
NRC - 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order		\$8.25	TBD	TBD	TBD	\$5.12	\$6.88	\$10.27	\$8.91	\$7.97
NRC - Incremental Manual Service Order Disconnected		\$20.00	\$0.42	NA	NA	\$20.00	\$20.00	\$20.00	NA	NA
NRC - Incremental Manual Service Order Reconnect		\$20.00	\$3.84	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPBL	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - New - Adt	UEPBL	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRC	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - New - Adt	UEPRC	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRQ	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - New - Adt	UEPRQ	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPAF	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - New - Adt	UEPAF	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPBL	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - New - Adt	UEPBL	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRC	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - New - Adt	UEPRC	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRQ	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - New - Adt	UEPRQ	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPB1	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - New - Adt	UEPB1	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	USAS2	NA	NA	\$10.00	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnected - 1st	USAS2	NA	NA	\$8.45	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnected - Adt	USAS2	NA	NA	\$3.91	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop/Line Port Combination - OSS LER Charge, Electronic per LER received from the CLEC by one of the OSS Interactive locations (Note 7)	SOMEC	NA	NA	\$3.50	MA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st		NA	NA	\$37.08	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Adt		NA	NA	\$8.19	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic		NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order		NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnected		NA	NA	\$11.17	NA	NA	NA	NA	NA	NA
2-Wire Voice Grade Loop - Bus Only with 2-Wire DID Trunk Port										
2-Wire Line Port - DID Trunk Port, per month	UEDP1	TBD	\$8.36	\$11.35	\$10.84	\$13.12	\$14.83	\$12.12	TBD	\$8.78
2-Wire Voice Grade Loop (RLZ)										
NRC - 2 Wire Voice Grade Loop - Switchside	UECD1	NA	NA	NA	NA	NA	NA	\$11.76	NA	NA
RC - 2 Wire Voice Grade Loop - Zone 1	UECD1	\$17.95	\$18.48	\$18.84	\$17.78	\$17.65	\$18.35	\$21.37	NA	NA
RC - 2 Wire Voice Grade Loop - Zone 2	UECD1	\$28.18	\$24.43	\$24.32	\$23.98	\$24.32	\$24.32	\$23.53	\$23.53	\$19.60
RC - 2 Wire Voice Grade Loop - Zone 3	UECD1	\$62.84	\$27.87	\$30.82	\$24.96	\$61.83	\$44.77	NA	\$43.08	\$18.74
RC - 2 Wire Voice Grade Loop - Zone 4	UECD1	NA	NA	NA	NA	NA	\$45.88	NA	NA	NA
Combination Notes										
NRC - 2 Wire Voice Grade Loop with 2-Wire DID Port - Switchside	Note 8	NA	NA	NA	NA	NA	NA	\$23.79	NA	NA
RC - 2 Wire Voice Grade Loop with 2-Wire DID Port - Zone 1 (Note 6)	Note 8	\$8.72	\$27.84	\$28.19	\$8.72	\$30.77	\$8.72	NA	NA	NA
RC - 2 Wire Voice Grade Loop with 2-Wire DID Port - Zone 2 (Note 6)	Note 8	\$4.91	\$31.78	\$30.80	\$4.91	\$34.91	\$4.91	NA	NA	NA
RC - 2 Wire Voice Grade Loop with 2-Wire DID Port - Zone 3 (Note 6)	Note 8	\$4.91	\$37.23	\$42.27	\$4.91	\$75.05	\$4.91	NA	NA	NA
RC - 2 Wire Voice Grade Loop with 2-Wire DID Port - Zone 4 (Note 6)	Note 8	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC - 2 Wire Voice Grade Loop with 2-Wire DID Port - Conversion - Switch As Is 1st port	USAC1	\$14.82	\$14.82	\$166.08	TBD	\$14.80	\$14.80	\$13.26	\$14.82	\$6.76
NRC - 2 Wire Voice Grade Loop with 2-Wire DID Port - Conversion - Switch As Is Each Adt Port	USAC1	\$3.73	\$3.73	\$140.01	TBD	\$3.72	\$3.72	\$6.39	\$3.73	\$6.75
NRC - 2 Wire Voice Grade Loop with 2-Wire DID Port - Conversion with charges 1st port	USA1C	\$14.82	\$14.82	\$166.08	TBD	\$14.80	\$14.80	\$13.26	\$14.82	\$6.76
NRC - 2 Wire Voice Grade Loop with 2-Wire DID Port - Conversion with charges Each Adt port	USA1C	\$3.73	\$3.73	\$140.01	TBD	\$3.72	\$3.72	\$6.39	\$3.73	\$6.75
NRC - 2 Wire Voice Grade Loop with 2-Wire DID Port - Conversion with charges Switch As Is 1st port	USA1C	\$14.82	\$14.82	\$166.08	TBD	\$14.80	\$14.80	\$13.26	\$14.82	\$6.76
NRC - 2 Wire Voice Grade Loop with 2-Wire DID Port - Conversion with charges Switch As Is Each Adt port	USA1C	\$3.73	\$3.73	\$140.01	TBD	\$3.72	\$3.72	\$6.39	\$3.73	\$6.75

BELL SOUTHEASTERN RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NFRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - 1st conversion	USACP	\$240.30	\$247.87	\$269.96	\$240.30	\$239.95	\$240.30	\$481.51	\$240.30	\$328.53
NFRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Add'l conversion	USACP	\$157.17	\$157.17	\$269.96	\$157.17	\$156.94	\$157.17	\$481.51	\$157.17	\$328.53
NFRC - 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	USASP	\$29.06	\$29.06	\$28.71	\$29.06	\$29.01	\$29.06	\$36.92	\$29.06	\$26.39
NFRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Inward/Outward Telephone Numbers	PRITTD	\$0.96	\$0.9604	\$0.9606	\$0.96	\$0.96	\$0.96	\$1.17	\$0.96	\$0.9353
NFRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Outward Telephone Numbers	PRITTP	\$23.02	\$23.02	\$22.75	\$23.02	\$22.99	\$23.02	\$28.17	\$23.02	\$22.36
NFRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Inward Telephone Numbers	PRITZT	\$46.05	\$46.05	\$45.49	\$46.05	\$46.06	\$46.05	\$68.33	\$46.05	\$44.71
NFRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Service Order Per Order	USASP	\$147.47	\$147.47	\$147.47	\$147.47	\$147.47	\$147.47	\$253.25	\$147.47	\$189.76
NFRC - 3-Wire Voice Grade Loop Port Combination - OSS LSR Charge, Electronic per LSR received from the CLEC by one of the OSS Interactive (Note 7)	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NFRC - 4-Wire DS1 Digital Loop with 4-wire ISDN Digital Port - Incremental Cost - Manual Service Order - 1st	SOMAN	\$19.99	\$21.56	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
NFRC - 4-Wire DS1 Digital Loop with 4-wire ISDN Digital Port - Incremental Cost - Manual Service Order - Add'l	SOMAN	\$19.99	\$21.56	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
NFRC - Electronic Service Order Disconnected		\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42
NFRC - Incremental Manual Service Order Disconnected		\$20.00	\$3.84	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
4 - Wire DS1 Digital Loop with 4 - Wire DDTTS Trunk Port										
4 - Wire DDTTS Digital Trunk Port (Formerly DDO Trunk Port)	UDDTT	\$130.23	\$63.31	\$120.80	\$83.28	\$149.27	\$148.46	\$123.65	TBD	\$120.00
4 - Wire DS1 Digital Loop	USLDC	NA	NA	NA	NA	NA	NA	\$62.71	NA	NA
4 - Wire DS1 Digital Loop - Statewide	USLDC	\$31.74	\$44.68	\$35.53	\$108.04	\$38.37	\$50.99	NA	\$59.81	\$57.73
4 - Wire DS1 Digital Loop - Zone 1	USLDC	\$34.05	\$44.68	\$38.13	\$135.15	\$38.73	\$57.58	NA	\$69.90	\$75.40
4 - Wire DS1 Digital Loop - Zone 2	USLDC	\$152.29	\$206.93	\$101.93	\$186.26	\$197.57	\$36.58	NA	\$119.06	\$68.59
4 - Wire DS1 Digital Loop - Zone 3	USLDC	NA	NA	NA	NA	NA	\$127.47	NA	NA	NA
4 - Wire DS1 Digital Loop - Zone 4	USLDC	NA	NA	NA	NA	NA	NA	NA	NA	NA
4 - Wire DS1 Digital Loop with 4 - Wire DDTTS Trunk Port - Statewide	NA	NA	NA	NA	NA	NA	NA	\$168.36	NA	NA
4 - Wire DS1 Digital Loop with 4 - Wire DDTTS Trunk Port - Zone 1	NA	\$161.97	\$126.00	\$176.33	\$169.32	\$205.59	\$197.45	NA	TBD	\$93.26
4 - Wire DS1 Digital Loop with 4 - Wire DDTTS Trunk Port - Zone 2	NA	\$214.28	\$158.02	\$184.93	\$218.43	\$246.00	\$214.04	NA	TBD	\$110.95
4 - Wire DS1 Digital Loop with 4 - Wire DDTTS Trunk Port - Zone 3	NA	\$262.42	\$272.24	\$222.73	\$289.54	\$346.84	\$243.04	NA	TBD	\$134.14
4 - Wire DS1 Digital Loop with 4 - Wire DDTTS Trunk Port - Zone 4	NA	NA	NA	NA	NA	NA	\$273.93	NA	NA	NA
Local number Portability per DSO Activated	LNPSP	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15
Central Office Terminating Point	CITD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Telephone Number / Trunk Group establishment										
Telephone Number for 2-Wire Trunk Group	UDT01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Telephone Number for 1-Wire Outward Trunk Group	UDT01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Telephone Number for 1-Wire Inward Trunk Group Without DDO	UDT02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DDO Numbers, Establish Trunk Group and Provide First Group of 20 DDO Numbers										
FL, GA, NC, & SC only	MDZ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PA, NJ, NY, & TN only										
PA, NJ, NY, & TN, In addition, provides Additional DDO Numbers for each Group of 20 DDO Numbers (Valid for 3 States)	MD4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DDO Numbers, Non-convertible DDO Numbers, Per Number	MD5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel Mileage - (dedicated DS1) FURCO for 4 - Wire DS1 Digital Loop with 4 - Wire DDTTS Trunk Port										
Fixed cost 0.8 miles (Facilities Termination)	LN001	\$79.69	\$52.62	\$63.39	\$53.05	\$53.40	\$74.40	\$71.29	\$54.99	\$75.83
Additional cost per mile 0.4 miles	LN00A	\$0.6920	\$0.2000	\$0.3068	\$0.4500	\$0.7631	\$0.6596	\$0.0783	\$0.7596	\$0.3525
Fixed cost 0.25 miles (Facilities Termination)	LN00B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Additional cost per mile 0.25 miles	LN00C	\$0.6920	\$0.2000	\$0.3068	\$0.4500	\$0.7631	\$0.6596	\$0.0783	\$0.7596	\$0.3525
Fixed cost 25 + miles (Facilities Termination)	LN00D	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Additional cost 25 + miles	LN00E	\$0.6920	\$0.2000	\$0.3068	\$0.4500	\$0.7631	\$0.6596	\$0.0783	\$0.7596	\$0.3525
Enhanced Performance Charges										
Enhanced Performance Charges - as negotiated in contract	UDTFC	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-recurring Charges										
NFRC - 4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port Combination - OSS LSR Charge, Electronic per LSR received from the CLEC by one of the OSS Interactive (Note 7)										
NFRC - 4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Incremental Cost - Manual Service Order - 1st	SOMAN	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
		\$19.99	\$21.56	\$37.88	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99

BELL SOUTHWESTERN RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Incremental Cost Manual Service Order - Add	SOMAN	\$19.99	\$21.56	\$16.84	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Incremental Cost Manual Service Order - Disconnect		TBD	\$0.42	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Conversion - Switch as is - 1st	USACA	TBD	\$268.82	\$268.86	\$261.15	\$266.76	TBD	\$490.36	TBD	\$312.91
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Conversion - Switch as is - Additional	USACA	TBD	\$134.07	\$269.96	\$134.08	\$123.16	TBD	\$490.36	TBD	\$312.91
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Conversion with DS1 changes - 1st	USAWA	TBD	\$268.82	\$269.96	\$261.15	\$266.76	TBD	\$490.36	TBD	\$312.91
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Conversion with DS1 changes - Additional	USAWA	TBD	\$134.07	\$269.96	\$134.08	\$123.16	TBD	\$490.36	TBD	\$312.91
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Conversion with Change - Transfer - 1st	USAWB	TBD	\$268.82	\$269.96	\$261.15	\$266.76	TBD	\$490.36	TBD	\$312.91
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Conversion with Change - Transfer - Additional	USAWB	TBD	\$134.07	\$269.96	\$134.08	\$123.16	TBD	\$490.36	TBD	\$312.91
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Digital Trunk Port - Subsequent Service Activity Per Service Order	USASA	TBD	\$64.00	\$147.47	TBD	\$68.57	TBD	\$127.83	TBD	\$84.88
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - New - 1st	UDDT	NA	NA	\$658.30	NA	NA	NA	NA	NA	NA
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - New - Additional	UDDT	NA	NA	\$514.02	NA	NA	NA	NA	NA	NA
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - New - Additional	UDDT	NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Subsequent Channel Activation - Per Channel - 2-Way Trunk	UDTTA	TBD	\$28.96	\$28.71	\$28.96	\$28.60	TBD	\$11.96	TBD	\$15.29
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Subsequent Channel Activation - Per Channel - 1-Way Outward Trunk	UDTTB	TBD	\$28.96	\$28.71	\$28.96	\$28.60	TBD	\$148.91	TBD	\$108.67
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Subsequent Channel Activation - Per Channel - 1-Way Inward Trunk Without DID	UDTTC	TBD	\$28.96	\$28.71	\$28.96	\$28.60	TBD	\$148.91	TBD	\$108.67
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Subsequent Channel Activation - Per Channel - 1-Way Inward Trunk With DID	UDTTD	TBD	\$28.96	\$28.71	\$28.96	\$28.60	TBD	\$148.91	TBD	\$108.67
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Subsequent Channel Activation - Per Channel - 2-Way DID with User Transfer	UDTTE	TBD	\$28.96	\$28.71	\$28.96	\$28.60	TBD	\$148.91	TBD	\$108.67
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Digital Trunk Port - Subsequent Signaling Changes		TBD	TBD	TBD	TBD	TBD	TBD	\$29.65	TBD	\$29.92
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Digital Trunk Port - Subsequent Telephone Numbers		TBD	TBD	TBD	TBD	TBD	TBD	\$120.96	TBD	\$88.68
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Digital Trunk Port - Digital Loop with 4-Wire DDTTS Trunk Portified cost 0-8 miles (Facilities Termination) - 1st - New Only	1LH01	\$198.15	NA	\$147.07	NA	NA	NA	NA	NA	NA
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Portified cost 0-8 miles (Facilities Termination) - Additional - New Only	1LH02	\$148.18	NA	\$111.75	NA	NA	NA	NA	NA	NA
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Portified cost 0-8 miles (Facilities Termination) - Disconnect - 1st - New Only	1LH03	\$25.44	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Portified cost 0-8 miles (Facilities Termination) - Disconnect - Additional - New Only	1LH04	\$20.42	NA	NA	NA	NA	NA	NA	NA	NA
BIPOLAR ZERO SUBSTITUTION										
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Conversion or new install 1st	COOBF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Conversion or new install Additional	COOBF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Change or Subsequent Activity - 1st	COOBF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Change or Subsequent Activity - Additional	COOBF	\$400.00	\$664.00	\$600.00	\$720.00	\$605.00	\$600.00	\$613.00	\$600.00	\$590.00
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Conversion or New Install 1st	COOBF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Conversion or New Install - Additional	COOBF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Change or Subsequent Activity - 1st	COOBF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Change or Subsequent Activity - Additional	COOBF	\$600.00	\$665.00	\$600.00	\$720.00	\$605.00	\$600.00	\$613.00	\$600.00	\$590.00
Alternate Mark Inversion (AMI)										
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - 1st	MOOBF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Additional	MOOBF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - 1st	MOOBF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-4-Wire DS1 Digital Loop with 4-Wire DDTTS Trunk Port - Additional	MOOBF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-Wire Voice Grade Loop with 2-Wire Line Port PBX										

BELLSOUTH SOUTHWEST BATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KT	LA	MS	NC	SC	TN
2-Wire Analog Line Port (PSTN) per month										
2-WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - RESIDENCE	UEPDD	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPDC	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPPI	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	\$2.20	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX URBAN PORT	UEPXA	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL PORTS	UEPXB	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDO CAPABLE PORT	UEPXE	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPYF	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LD AREA CALLING PORT	UEPYD	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPYH	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPYJ	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPYK	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPYL	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPYM	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPYN	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPYO	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPYP	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPYR	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT	UEPYX	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPYT	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX COLLETSVILLE & MEMPHIS CALLING PORT	UEPYU	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONAL CALLING PORT	UEPYV	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	UEPYF									
2-Wire Voice Grade Loop (RL1)										
RC - 2-Wire Voice Grade Loop - Southwest	UEPLY	NA	NA	NA	NA	NA	NA	\$14.18	NA	NA
RC - 2-Wire Voice Grade Loop - Zone 1	UEPLX	\$14.35	\$14.80	\$10.80	\$14.79	\$14.05	\$14.59	NA	\$17.02	\$12.48
RC - 2-Wire Voice Grade Loop - Zone 2	UEPLX	\$23.31	\$18.51	\$12.47	\$27.68	\$24.14	\$18.53	NA	\$25.68	\$14.42
RC - 2-Wire Voice Grade Loop - Zone 3	UEPLX	\$42.24	\$24.25	\$19.63	\$47.78	\$49.90	\$27.83	NA	\$33.99	\$21.77
RC - 2-Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	\$38.47	NA	NA	NA
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Southwest	None 8	NA	NA	NA	NA	NA	NA	\$16.48	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (None 9)	None 8	\$18.55	\$16.25	\$12.59	P/VALUE	\$18.80	\$18.71	NA	\$20.71	\$17.02
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (None 5)	None 8	\$29.31	\$19.86	\$14.26	P/VALUE	\$28.63	\$21.45	NA	\$29.35	\$18.84
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (None 6)	None 8	\$44.44	\$25.60	\$21.62	P/VALUE	\$51.85	\$29.78	NA	\$37.68	\$28.31
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (None 6)	None 8	NA	NA	NA	P/VALUE	NA	\$38.59	NA	NA	NA
Non-terminating Charges										
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1M, Switch as is	USAC2	\$2.80	\$15.82	\$2.01	\$10.00	\$1.80	\$5.20	\$2.77	\$1.59	\$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Adpt, Switch as is	USAC3	\$0.41	\$3.80	\$0.3108	\$10.00	\$0.29	\$0.41	\$0.40	\$0.40	\$0.2888
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1M, Switch with charge	USAC4	\$2.80	\$15.82	\$2.01	\$10.00	\$1.80	\$5.20	\$2.77	\$1.59	\$1.03

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l Switch with change	USACG	\$0.41	\$3.90	\$0.3108	\$10.00	\$0.29	\$0.41	\$0.40	\$0.40	\$0.2988
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USASZ	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces (Note 7)	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Bnc Order vs. Electronic - 1st	SOMAN	\$40.71	\$21.58	\$33.87	\$19.99	\$31.92	\$43.52	\$40.18	\$43.19	\$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Bnc Order vs. Electronic - Add'l	SOMAN	\$9.58	\$21.58	\$7.88	\$19.99	\$7.32	\$0.98	\$9.45	\$9.81	\$7.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic		\$1.44	TBD	TBD	TBD	\$2.11	\$2.87	\$1.42	\$0.71	\$0.76
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order		\$8.25	TBD	TBD	TBD	\$5.12	\$6.86	\$10.27	\$8.81	\$7.97
NRC - Electronic Manual Service Order - Disconnect		TBD	\$0.42	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC - Incremental Manual Service Order - Disconnect		\$20.00	\$3.84	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
NRC - New (not Currently Combined) as endorsed in Georgia										
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRD	NA	NA	\$23.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRD	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRC	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRC	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPFC	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPFC	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRD	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRD	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPFI	NA	NA	\$18.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPFI	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPLD	NA	NA	\$15.26	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPLD	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXA	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXA	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRB	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRB	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRC	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRC	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRD	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRD	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPFI	NA	NA	\$18.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPFI	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPLD	NA	NA	\$15.26	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPLD	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXA	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPXA	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPRM	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	UEPRM	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	UEPXD	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New										

BELLSOUTH/NEWSPOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	NY	LA	MS	NC	SC	TN
NOTES:										
1. In-state rates subject to true-up.										
2. Market Rates will apply in those areas where BellSouth is not required to provide circuit switching pursuant to FCC rules.										
3. In Georgia, rates will apply for currently combined as well as not currently combined longport combinations unless otherwise identified.										
4. In the absence of ordered rates by a State Commission, the recurring rates for currently combined combinations of longport network elements will be the sum of the recurring rates for the UNEs which make up the combination, and the nonrecurring rates shall be as set forth in this section.										
5. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate schedule shall apply to all combinations of longport network elements.										
6. Geographically Delineated UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Delineated UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its rating systems in order to accommodate this Geographically Delineated 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_ded/interconnectionvideo.htm to view Geographically Delineated UNE Zone Designations by Central Office.										
7. In the absence of ordered OSS rates by a state commission, BellSouth will offer nationwide rates.										
8. There is not a unique combination USOC. CLEC should submit the long and port USOCs.										
9. Rates in TN and FL are In-state and shall be true-up when filed rates are ordered.										
Where the state Commission has adopted rates for the rate elements contained herein, it is the intent of the parties to reflect such rates in this exhibit and to apply the same consistent with applicable FCC and Commission rules and orders.										

WELLBOWNE WOODHUT BATES
 NETWORK ELEMENTS
 AND OTHER SERVICES

ENHANCED EXTENDED LINKS (EELs)	UROC	AL	FL	GA	KY	LA	MS	NC	SC	TN
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop) (characterizations if applicable).										
D81 Interoffice Channel and 2-wire VG Local Loop EEL:										
Recurring Charges										
2-wire VG Loop per month, Standard	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire VG Loop per month, Zone 1 (Note 1)	UEAL2	NA	\$20.52	\$15.40	NA	\$17.65	NA	\$19.50	NA	NA
2-wire VG Loop per month, Zone 2 (Note 1)	UEAL2	NA	TBD	\$17.78	NA	\$20.32	NA	TBD	NA	\$15.54
2-wire VG Loop per month, Zone 3 (Note 1)	UEAL2	NA	TBD	\$28.26	NA	\$61.93	NA	TBD	NA	\$19.58
2-wire VG Loop per month, Zone 4 (Note 1)	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	\$28.02
Interoffice Channel - Dedicated - DS1 - per mile per month	ILSOX	NA	\$0.6013	\$0.6253	NA	\$0.7831	NA	\$0.5793	NA	NA
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	\$99.79	\$78.47	NA	\$93.40	NA	\$17.29	NA	\$0.3529
VG (COO) Interoffice Channel per month	MO1	NA	\$153.60	\$18.23	NA	\$209.87	NA	\$177.72	NA	\$75.63
Non-Recurring Charges - New EEL (Note 2)	U1TVQ	NA	\$1.45	\$2.20	NA	\$1.62	NA	\$1.84	NA	\$165.21
REC-DS1 Interoffice Facility Termination - 1st	U1TF1	NA	\$171.01	\$142.64	NA	\$160.49	NA	\$212.17	NA	\$175
REC-DS1 Interoffice Facility Termination - Add'l	U1TF1	NA	\$101.84	\$94.87	NA	\$121.03	NA	\$163.75	NA	\$165.53
REC-2-wire VG Local Loop - 1st	UEAL2	NA	\$38.02	\$77.54	NA	\$128.42	NA	\$142.37	NA	\$124.84
REC-2-wire VG Local Loop - Add'l	UEAL2	NA	\$35.15	\$51.57	NA	\$31.60	NA	\$108.58	NA	\$103.78
REC-DS1 Channelization System - 1st	MO1	NA	\$275.18	\$208.09	NA	\$220.07	NA	\$153.53	NA	\$95.84
REC-DS1 Channelization System - Add'l	MO1	NA	\$137.77	\$137.06	NA	\$135.20	NA	\$118.37	NA	\$222.87
REC-VG(COO) Interoffice Card - 1st	ID1VQ	NA	\$12.16	\$12.02	NA	\$12.29	NA	\$11.67	NA	\$135.80
REC-VG(COO) Interoffice Card - Add'l	ID1VQ	NA	\$8.77	\$8.48	NA	\$8.80	NA	\$11.28	NA	\$12.61
REC-2-wire VG Local Loop and Channelized DS1 Interoffice Combination - 1st	SOMEC	NA	\$3.17	\$3.40	NA	\$3.50	NA	\$3.50	NA	\$9.03
REC-2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	\$25.40	\$33.63	NA	\$24.20	NA	\$21.28	NA	\$3.50
REC-2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	\$27.49	\$35.37	NA	\$31.37	NA	\$21.40	NA	\$19.99
REC-2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	\$19.88	\$19.88	NA	\$15.31	NA	\$17.40	NA	NA
REC-2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	\$11.85	\$11.85	NA	\$9.09	NA	NA	NA	NA
D81 Interoffice Channel and 4-wire VG Local Loop EEL:										
Recurring Charges										
4-wire VG Loop per month, Zone 1 (Note 1)	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 2 (Note 1)	UEAL4	NA	\$24.28	\$22.88	NA	\$24.38	NA	\$27.49	NA	NA
4-wire VG Loop per month, Zone 3 (Note 1)	UEAL4	NA	\$35.51	\$34.42	NA	\$41.85	NA	NA	NA	\$15.92
4-wire VG Loop per month, Zone 4 (Note 1)	UEAL4	NA	\$18.35	\$41.59	NA	\$58.47	NA	NA	NA	\$20.78
Interoffice Channel - Dedicated - DS1 - per mile per month	ILSOX	NA	\$0.6013	\$0.4523	NA	\$0.7831	NA	\$0.0763	NA	NA
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	\$99.79	\$78.47	NA	\$93.40	NA	\$17.29	NA	\$0.3529
VG (COO) Interoffice Channel per month	MO1	NA	\$153.60	\$18.23	NA	\$209.87	NA	\$177.72	NA	\$75.63
Non-Recurring Charges - New EEL (Note 2)	ID1VQ	NA	\$1.45	\$2.20	NA	\$1.62	NA	\$1.84	NA	\$165.21
REC-DS1 Interoffice Facility Termination - 1st	U1TF1	NA	\$171.01	\$142.64	NA	\$160.49	NA	\$212.17	NA	\$175
REC-DS1 Interoffice Facility Termination - Add'l	U1TF1	NA	\$101.84	\$94.87	NA	\$121.03	NA	\$163.75	NA	\$165.53
REC-4-wire VG Local Loop - 1st	UEAL4	NA	\$324.28	\$228.88	NA	\$243.85	NA	\$274.90	NA	\$124.84
REC-4-wire VG Local Loop - Add'l	UEAL4	NA	\$178.35	\$41.59	NA	\$58.47	NA	NA	NA	\$20.78
REC-DS1 Channelization System - 1st	MO1	NA	\$275.18	\$208.09	NA	\$220.07	NA	\$153.53	NA	\$95.84
REC-DS1 Channelization System - Add'l	MO1	NA	\$137.77	\$137.06	NA	\$135.20	NA	\$118.37	NA	\$222.87
REC-VG(COO) Interoffice Card - 1st	ID1VQ	NA	\$12.16	\$12.02	NA	\$12.29	NA	\$11.67	NA	\$135.80
REC-VG(COO) Interoffice Card - Add'l	ID1VQ	NA	\$8.77	\$8.48	NA	\$8.80	NA	\$11.28	NA	\$12.61
REC-DS1 Interoffice Channel and 4-wire VG Local Loop Combination - Electronic	SOMEC	NA	\$3.17	\$3.40	NA	\$3.50	NA	\$3.50	NA	\$9.03
REC-DS1 Interoffice Channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA	\$25.40	\$33.63	NA	\$24.20	NA	\$21.28	NA	\$3.50
REC-DS1 Interoffice Channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA	\$27.49	\$35.37	NA	\$31.37	NA	\$21.40	NA	\$19.99
REC-DS1 Interoffice Channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA	\$19.88	\$19.88	NA	\$15.31	NA	\$17.40	NA	NA
REC-DS1 Interoffice Channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA	\$11.85	\$11.85	NA	\$9.09	NA	NA	NA	NA
D81 Interoffice Channel and 3-wire ISDN Local Loop										
Recurring Charges										
2-wire ISDN Loop per month	U1L2V	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire ISDN Loop per month, Zone 1 (Note 1)	U1L2V	NA	\$12.34	\$21.89	NA	\$21.15	NA	\$24.98	NA	NA
2-wire ISDN Loop per month, Zone 2 (Note 1)	U1L2V	NA	\$41.35	\$25.27	NA	\$36.22	NA	TBD	NA	\$15.34
2-wire ISDN Loop per month, Zone 3 (Note 1)	U1L2V	NA	\$104.47	\$40.17	NA	\$74.19	NA	TBD	NA	\$19.55
2-wire ISDN Loop per month, Zone 4 (Note 1)	U1L2V	NA	NA	NA	NA	NA	NA	NA	NA	\$28.02
Interoffice Channel - Dedicated - DS1 - per mile per month	ILSOX	NA	\$0.6013	\$0.4523	NA	\$0.7831	NA	\$0.5793	NA	NA
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	\$99.79	\$78.47	NA	\$93.40	NA	\$17.29	NA	\$0.3529
VG (COO) Interoffice Channel per month	MO1	NA	\$153.60	\$18.23	NA	\$209.87	NA	\$177.72	NA	\$75.63
Non-Recurring Charges - New EEL (Note 2)	U1TVQ	NA	\$1.45	\$2.20	NA	\$1.62	NA	\$1.84	NA	\$165.21
REC-DS1 Interoffice Facility Termination - 1st	U1TF1	NA	\$171.01	\$142.64	NA	\$160.49	NA	\$212.17	NA	\$175
REC-DS1 Interoffice Facility Termination - Add'l	U1TF1	NA	\$101.84	\$94.87	NA	\$121.03	NA	\$163.75	NA	\$165.53
REC-2-wire ISDN Local Loop - 1st	U1L2V	NA	\$249.78	\$77.54	NA	\$223.27	NA	\$25.91	NA	\$64.50
REC-2-wire ISDN Local Loop - Add'l	U1L2V	NA	\$148.58	\$51.57	NA	\$172.63	NA	\$25.31	NA	\$31.00
REC-DS1 Channelization System - 1st	MO1	NA	\$275.18	\$208.09	NA	\$220.07	NA	\$153.53	NA	\$95.84
REC-DS1 Channelization System - Add'l	MO1	NA	\$137.77	\$137.06	NA	\$135.20	NA	\$118.37	NA	\$222.87

[illegible]

**SELL SOUTH NEW SOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

ENHANCED EXTENDED LINKS (EEL)										
NRC-D51 Local Loop - 1A		USOC	AL	FL	GA	KY	LA	MS	NC	TN
NRC-D51 Local Loop - ADT		USLOX	NA	\$62.78	\$22.44	NA	\$502.73	NA	\$714.84	NA
NRC-D51 Interoffice Channel and D51 Local Loop Combination - Electronic Svc Ord		USLOX	NA	\$177.43	\$231.48	NA	\$283.92	NA	\$421.47	NA
NRC-D51 Interoffice Channel and D51 Local Loop Combination - Manual Svc Ord		SOMEC	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	NA
NRC-D51 Interoffice Channel and D51 Local Loop Combination - Manual Svc Ord		SOMAN	NA	\$25.40	NA	NA	NA	NA	NA	NA
NRC-D51 Interoffice Channel and D51 Local Loop Combination - Manual Svc Ord		SOMAN	NA	NA	\$33.63	NA	\$242.20	NA	\$65.01	NA
NRC-D51 Interoffice Channel and D51 Local Loop Combination - Manual Svc Ord		SOMAN	NA	NA	\$27.69	NA	\$153.37	NA	\$50.83	NA
NRC-D51 Interoffice Channel and D51 Local Loop Combination - Manual Svc Ord		SOMAN	NA	NA	\$19.68	NA	\$45.91	NA	\$45.91	NA
NRC-D51 Interoffice Channel and D51 Local Loop Combination - Manual Svc Ord		SOMAN	NA	NA	\$11.88	NA	\$3.06	NA	NA	NA
D53 Interoffice Channel and D53 Local Loop										
Recurring Charges										
D53 Loop per Facility Termination per month		UESPX	NA	\$404.58	\$380.34	NA	\$669.01	NA	\$907.01	NA
D53 Loop per mile		ILND	NA	\$111.70	\$6.50	NA	\$20.34	NA	\$33.53	NA
Interoffice Channel - Dedicated - D53 Facility Termination per month		UITSF	NA	\$1,121.50	\$177.60	NA	\$1,101	NA	\$750.38	NA
Interoffice Channel - Dedicated - D53 per mile per month		ILND	NA	\$4.17	\$6.46	NA	\$14.04	NA	\$17.96	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC-D53 Interoffice - 1A		UITSF	NA	\$154.30	\$633.41	NA	\$713.67	NA	\$784.94	NA
NRC-D53 Interoffice - ADT		UITSF	NA	\$77.50	\$449.91	NA	\$404.36	NA	\$579.55	NA
NRC-D53 Local Loop - 1A		UESPR	NA	\$1,020.43	\$781.81	NA	\$811.30	NA	\$964.04	NA

**BELL SOUTH NEW SOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

[illegible]

RELIANTNORTHWEST RATES
NETWORK ELEMENTS
AND OTHER SERVICES

ENHANCED EXTENDED LINKS (EELS)	USOC	AL	FL	GA	NY	LA	MS	NC	SC	TN
DS1 Loop per month, Zone 1 (Note 1)	USOC	NA	\$64.69	\$52.40	NA	\$56.32	NA	TBD	NA	NA
DS1 Loop per month, Zone 2 (Note 1)	USOC	NA	\$64.71	\$52.41	NA	\$56.34	NA	TBD	NA	NA
DS1 Loop per month, Zone 3 (Note 1)	USOC	NA	\$64.73	\$52.43	NA	\$56.36	NA	TBD	NA	NA
DS1 Loop per month, Zone 4 (Note 1)	USOC	NA	\$64.75	\$52.45	NA	\$56.38	NA	TBD	NA	NA
Interoffice Channel - Dedicated - DS3 - Facility termination per month	UTIF3	NA	\$1,121.93	\$1,117.60	NA	\$1,101	NA	\$1,101	NA	NA
DS3 Channelized System per month	USOC	NA	\$4.17	\$6.46	NA	\$14.04	NA	\$12.96	NA	NA
DS3 Interoffice per month (DS1 COC)	USOC	NA	\$220.97	\$228.81	NA	\$245.84	NA	\$228.81	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)	USOC	NA	\$14.40	\$0.67	NA	\$7.55	NA	\$4.61	NA	NA
NRC-DS3 Interoffice - Adm	USOC	NA	\$57.78	\$520.09	NA	\$713.57	NA	\$784.84	NA	NA
NRC-DS1 Local Loop - Adm	USOC	NA	\$377.43	\$282.34	NA	\$404.36	NA	\$378.56	NA	NA
NRC-DS1 Local Loop - Adm	USOC	NA	\$398.52	\$142.64	NA	\$502.73	NA	\$714.84	NA	NA
NRC-DS3 Channelization System - Adm	USOC	NA	\$124.84	\$54.87	NA	\$292.92	NA	\$421.47	NA	NA
NRC-DS3 Channelization System - Adm	USOC	NA	\$404.85	\$16.28	NA	\$320.72	NA	\$351.95	NA	NA
NRC-DS1 (COC) Interoffice Card - Adm	USOC	NA	\$168.75	\$171.72	NA	\$233.10	NA	\$243.76	NA	NA
NRC-DS1 (COC) Interoffice Card - Adm	USOC	NA	\$172.16	\$172.02	NA	\$12.29	NA	\$15.78	NA	NA
NRC-DS3 Interoffice Channel and DS1 Local Loop Combination - Electronic Svc	USOC	NA	\$8.77	\$6.66	NA	\$4.80	NA	\$11.28	NA	NA
NRC-DS3 Interoffice Channel and DS1 Local Loop Combination - Manual Svc	USOC	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	NA	NA
NRC-DS3 Interoffice Channel and DS1 Local Loop Combination - Manual Svc	USOC	NA	\$25.40	\$33.63	NA	\$36.28	NA	\$118.20	NA	NA
NRC-DS3 Interoffice Channel and DS1 Local Loop Combination - Manual Svc	USOC	NA	NA	NA	NA	\$26.20	NA	\$104.02	NA	NA
NRC-DS3 Interoffice Channel and DS1 Local Loop Combination - Manual Svc	USOC	NA	NA	\$27.49	NA	\$19.47	NA	\$19.47	NA	NA
NRC-DS3 Interoffice Channel and DS1 Local Loop Combination - Manual Svc	USOC	NA	NA	\$19.66	NA	\$6.06	NA	NA	NA	NA
NRC-DS3 Interoffice Channel and DS1 Local Loop Combination - Manual Svc	USOC	NA	NA	\$11.85	NA	NA	NA	NA	NA	NA
5175-1 Interoffice Channel and DS1 Local Loop	USOC	NA	NA	NA	NA	NA	NA	NA	NA	NA
Recurring Charges	USOC	NA	NA	NA	NA	NA	NA	NA	NA	NA
DS1 Loop per month, Zone 1 (Note 1)	USOC	NA	\$64.69	\$52.40	NA	\$56.32	NA	TBD	NA	NA
DS1 Loop per month, Zone 2 (Note 1)	USOC	NA	\$64.71	\$52.41	NA	\$56.34	NA	TBD	NA	NA
DS1 Loop per month, Zone 3 (Note 1)	USOC	NA	\$64.73	\$52.43	NA	\$56.36	NA	TBD	NA	NA
DS1 Loop per month, Zone 4 (Note 1)	USOC	NA	\$64.75	\$52.45	NA	\$56.38	NA	TBD	NA	NA
Interoffice Channel - Dedicated - DS1 - Facility termination per month	UTIF3	NA	\$1,106.06	\$1,101	NA	\$1,101	NA	\$387.01	NA	NA
DS1 Channelized System per month	USOC	NA	\$4.17	\$6.46	NA	\$14.04	NA	\$32.53	NA	NA
DS1 Interoffice per month (DS1 COC)	USOC	NA	\$220.97	\$228.81	NA	\$245.84	NA	\$228.81	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)	USOC	NA	\$14.40	\$0.67	NA	\$7.55	NA	\$4.61	NA	NA
NRC-DS1 Local Loop - Adm	USOC	NA	\$627.78	\$520.09	NA	\$628.73	NA	\$714.84	NA	NA
NRC-DS1 Local Loop - Adm	USOC	NA	\$377.43	\$282.34	NA	\$404.36	NA	\$378.56	NA	NA
NRC-DS1 Local Loop - Adm	USOC	NA	\$154.30	\$142.64	NA	\$173.57	NA	\$241.47	NA	NA
NRC-DS1 Interoffice - Adm	USOC	NA	\$77.50	\$94.87	NA	\$404.36	NA	\$434.36	NA	NA
NRC-DS1 Channelization System - Adm	USOC	NA	\$404.85	\$16.28	NA	\$320.72	NA	\$351.95	NA	NA
NRC-DS1 (COC) Interoffice Card - Adm	USOC	NA	\$168.75	\$171.72	NA	\$233.10	NA	\$243.76	NA	NA
NRC-DS1 (COC) Interoffice Card - Adm	USOC	NA	\$172.16	\$172.02	NA	\$12.29	NA	\$15.78	NA	NA
NRC-DS3 Interoffice Channel and DS1 Local Loop Combination - Electronic Svc	USOC	NA	\$8.77	\$6.66	NA	\$4.80	NA	\$11.28	NA	NA
NRC-DS3 Interoffice Channel and DS1 Local Loop Combination - Manual Svc	USOC	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	NA	NA
NRC-DS3 Interoffice Channel and DS1 Local Loop Combination - Manual Svc	USOC	NA	\$25.40	\$33.63	NA	\$36.28	NA	\$118.20	NA	NA
NRC-DS3 Interoffice Channel and DS1 Local Loop Combination - Manual Svc	USOC	NA	NA	\$27.49	NA	\$19.47	NA	\$19.47	NA	NA
NRC-DS3 Interoffice Channel and DS1 Local Loop Combination - Manual Svc	USOC	NA	NA	\$19.66	NA	\$6.06	NA	NA	NA	NA
NRC-DS3 Interoffice Channel and DS1 Local Loop Combination - Manual Svc	USOC	NA	NA	\$11.85	NA	NA	NA	NA	NA	NA
3-wire VG Interoffice Channel and 3-wire VG Local Loop	USOC	NA	NA	NA	NA	NA	NA	NA	NA	NA
Recurring Charges	USOC	NA	NA	NA	NA	NA	NA	NA	NA	NA
3-wire VG Loop per month, Zone 1 (Note 1)	USOC	NA	\$20.53	\$18.51	NA	\$18.51	NA	NA	NA	NA
3-wire VG Loop per month, Zone 2 (Note 1)	USOC	NA	TBD	\$15.40	NA	\$17.65	NA	NA	NA	NA
3-wire VG Loop per month, Zone 3 (Note 1)	USOC	NA	TBD	\$17.78	NA	\$30.35	NA	NA	NA	NA
3-wire VG Loop per month, Zone 4 (Note 1)	USOC	NA	TBD	\$20.26	NA	\$41.80	NA	NA	NA	NA
Interoffice Channel - Dedicated - 3-wire VG - Facility termination per month	UTIF3	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 3-wire VG - Facility termination per month	UTIF3	NA	\$26.53	\$17.07	NA	\$18.10	NA	\$18.10	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)	USOC	NA	\$0.01	\$0.022	NA	\$0.034	NA	NA	NA	NA
NRC-3-wire VG Interoffice - Adm	USOC	NA	\$112.10	\$79.61	NA	\$104.73	NA	NA	NA	NA
NRC-3-wire VG Local Loop - Adm	USOC	NA	\$67.81	\$34.08	NA	\$118.41	NA	NA	NA	NA
NRC-3-wire VG Local Loop - Adm	USOC	NA	\$38.02	\$104.17	NA	\$128.42	NA	NA	NA	NA
NRC-3-wire VG Local Loop - Adm	USOC	NA	\$35.15	\$78.10	NA	\$106.60	NA	NA	NA	NA
NRC-3-wire VG Interoffice Channel and 3-wire VG Local Loop Combination - Manual Svc	USOC	NA	\$3.17	\$3.50	NA	\$3.50	NA	NA	NA	NA
NRC-3-wire VG Interoffice Channel and 3-wire VG Local Loop Combination - Manual Svc	USOC	NA	\$25.40	\$33.63	NA	\$36.28	NA	NA	NA	NA
NRC-3-wire VG Interoffice Channel and 3-wire VG Local Loop Combination - Manual Svc	USOC	NA	NA	\$27.49	NA	\$19.47	NA	NA	NA	NA
NRC-3-wire VG Interoffice Channel and 3-wire VG Local Loop Combination - Manual Svc	USOC	NA	NA	\$19.66	NA	\$6.06	NA	NA	NA	NA
NRC-3-wire VG Interoffice Channel and 3-wire VG Local Loop Combination - Manual Svc	USOC	NA	NA	\$11.85	NA	NA	NA	NA	NA	NA
4-wire VG Interoffice Channel and 4-wire VG Local Loop	USOC	NA	NA	NA	NA	NA	NA	NA	NA	NA
Recurring Charges	USOC	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 1 (Note 1)	USOC	NA	\$20.26	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 2 (Note 1)	USOC	NA	\$38.51	NA	NA	NA	NA	NA	NA	NA

BELL SOUTHWEST WASHINGTON RATES
NETWORK ELEMENTS
AND OTHER SERVICES

ENHANCED EXTENDED LINKS (EELs)	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
4-wire VG Loop per month, Zone 3 (Note 1)	UEAL4	NA	\$78.35	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 4 (Note 1)	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 4-wire VG - Facility Termination per month	UITV4	NA	\$20.64	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 4-wire VG - per mile per month	115X4	NA	\$0.0098	NA	NA	NA	NA	NA	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NIRC - 4-wire VG Interoffice - 1R	UITV4	NA	\$180.33	NA	NA	NA	NA	NA	NA	NA
NIRC - 4-wire VG Interoffice - Add'l	UITV4	NA	\$79.44	NA	NA	NA	NA	NA	NA	NA
NIRC - 4-wire VG Local Loop - 1R	UEAL4	NA	\$129.78	NA	NA	NA	NA	NA	NA	NA
NIRC - 4-wire VG Local Loop - Add'l	UEAL4	NA	\$148.65	NA	NA	NA	NA	NA	NA	NA
NIRC - 4-wire VG Interoffice Channel and 4-wire VG Local Loop Combination - End	SOALC	NA	\$3.17	NA	NA	NA	NA	NA	NA	NA
NIRC - 4-wire VG Interoffice Channel and 4-wire VG Local Loop Combination - Men	SOMAN	NA	\$25.40	NA	NA	NA	NA	NA	NA	NA
NIRC - 4-wire VG Interoffice Channel and 4-wire VG Local Loop Combination - Men	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NIRC - 4-wire VG Interoffice Channel and 4-wire VG Local Loop Combination - Men	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NIRC - 4-wire VG Interoffice Channel and 4-wire VG Local Loop Combination - Men	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NIRC - 4-wire VG Interoffice Channel and 4-wire VG Local Loop Combination - Men	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NIRC - 4-wire VG Interoffice Channel and 4-wire VG Local Loop Combination - Men	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop										
Recurring Charges										
4-wire 64 kbps Loop per month, Zone 1 (Note 1)	LEL4	NA	\$39.08	\$36.44	NA	\$24.36	NA	TBD	NA	\$15.92
4-wire 64 kbps Loop per month, Zone 2 (Note 1)	LEL4	NA	\$37.31	\$36.40	NA	\$41.86	NA	TBD	NA	\$20.78
4-wire 64 kbps Loop per month, Zone 3 (Note 1)	LEL4	NA	\$178.22	\$46.63	NA	\$66.47	NA	TBD	NA	\$27.18
4-wire 64 kbps Loop per month, Zone 4 (Note 1)	LEL4	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 4-wire 64 kbps - Facility Termination per month	UITD8	NA	\$23.84	\$18.45	NA	\$18.37	NA	\$17.40	NA	\$17.74
Interoffice Channel - Dedicated - 4-wire 64 kbps - per mile per month	115X4	NA	\$0.0098	\$0.0222	NA	\$0.0344	NA	\$0.0282	NA	\$0.1730
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NIRC - 4-wire 64 kbps Interoffice - 1R	UITD8	NA	\$160.32	\$78.81	NA	\$104.22	NA	\$137.48	NA	\$85.35
NIRC - 4-wire 64 kbps Interoffice - Add'l	UITD8	NA	\$73.44	\$39.08	NA	\$39.67	NA	\$52.48	NA	\$20.84
NIRC - 4-wire 64 kbps Local Loop - 1R	LEL4	NA	\$43.78	\$43.55	NA	\$21.47	NA	\$48.04	NA	\$43.00
NIRC - 4-wire 64 kbps Local Loop - Add'l	LEL4	NA	\$148.55	\$41.20	NA	\$21.47	NA	\$37.81	NA	\$42.28
NIRC - 4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop Combination	SOALC	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NIRC - 4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop Combination	SOMAN	NA	\$25.40	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NIRC - 4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop Combination	SOMAN	NA	NA	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NIRC - 4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop Combination	SOMAN	NA	NA	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NIRC - 4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop Combination	SOMAN	NA	NA	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NIRC - 4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop Combination	SOMAN	NA	NA	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NIRC - 4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop Combination	SOMAN	NA	NA	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NIRC - 4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop Combination	SOMAN	NA	NA	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop										
Recurring Charges										
4-wire 64 kbps Loop per month, Zone 1 (Note 1)	LEL4	NA	\$39.08	\$36.44	NA	\$24.36	NA	TBD	NA	\$15.92
4-wire 64 kbps Loop per month, Zone 2 (Note 1)	LEL4	NA	\$37.31	\$36.40	NA	\$41.86	NA	TBD	NA	\$20.78
4-wire 64 kbps Loop per month, Zone 3 (Note 1)	LEL4	NA	\$178.22	\$46.63	NA	\$66.47	NA	TBD	NA	\$27.18
4-wire 64 kbps Loop per month, Zone 4 (Note 1)	LEL4	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 4-wire 64 kbps - Facility Termination per month	UITD8	NA	\$19.31	\$18.45	NA	\$18.37	NA	\$17.40	NA	\$17.74
Interoffice Channel - Dedicated - 4-wire 64 kbps - per mile per month	115X4	NA	\$0.0098	\$0.0222	NA	\$0.0344	NA	\$0.0282	NA	\$0.1730
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NIRC - 4-wire 64 kbps Interoffice - 1R	UITD8	NA	\$160.32	\$78.81	NA	\$104.22	NA	\$137.48	NA	\$85.35
NIRC - 4-wire 64 kbps Interoffice - Add'l	UITD8	NA	\$73.44	\$39.08	NA	\$39.67	NA	\$52.48	NA	\$20.84
NIRC - 4-wire 64 kbps Local Loop - 1R	LEL4	NA	\$43.78	\$43.55	NA	\$21.47	NA	\$48.04	NA	\$43.00
NIRC - 4-wire 64 kbps Local Loop - Add'l	LEL4	NA	\$148.55	\$41.20	NA	\$21.47	NA	\$37.81	NA	\$42.28
NIRC - 4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop Combination	SOALC	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NIRC - 4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop Combination	SOMAN	NA	\$25.40	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NIRC - 4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop Combination	SOMAN	NA	NA	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NIRC - 4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop Combination	SOMAN	NA	NA	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NIRC - 4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop Combination	SOMAN	NA	NA	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NIRC - 4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop Combination	SOMAN	NA	NA	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NIRC - 4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop Combination	SOMAN	NA	NA	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NIRC - 4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop Combination	SOMAN	NA	NA	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NIRC - 4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop Combination	SOMAN	NA	NA	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
4-wire Analog Voice Grade Loop - Service Level 3	LANV4	115X4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-wire Analog Voice Grade Loop - per mile per month	UEAL2	NA	NA	NA	NA	NA	NA	\$19.50	NA	NA
Zone 1	UEAL2	\$29.18	\$30.42	\$15.40	\$17.27	\$17.65	\$18.35	TBD	\$18.58	\$15.54
Zone 2	UEAL2	\$29.18	TBD	\$30.32	\$30.32	\$30.32	\$24.33	TBD	\$27.59	\$19.58
Zone 3	UEAL2	\$29.18	TBD	\$30.32	\$30.32	\$30.32	\$24.33	TBD	\$27.59	\$19.58
Zone 4	UEAL2	NA	NA	\$28.26	\$28.26	\$28.26	\$24.33	TBD	\$21.87	\$28.02
NIRC - Ordinary Combined in GA (Note 5)										
NIRC - 1R	UEAL2	NA	NA	\$104.17	NA	NA	NA	NA	NA	NA
NIRC - Add'l	UEAL2	NA	NA	\$78.10	NA	NA	NA	NA	NA	NA
NIRC - Discounted Charge - 1R	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
NIRC - Discounted Charge - Add'l	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA
NIRC - Electronic Sec Order - per 1R	SOALC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NIRC - Incremental Charge - Manual Service Order - 1R	SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NIRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NIRC - Incremental Charge - Manual Service Order - Discounted	SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NIRC - All Existing Combination - Section Aa to Conversion Charge (Note 6)	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA

[illegible]

Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	Zone 10	Zone 11	Zone 12	Zone 13	Zone 14	Zone 15	Zone 16	Zone 17	Zone 18	Zone 19	Zone 20	Zone 21	Zone 22	Zone 23	Zone 24	Zone 25	Zone 26	Zone 27	Zone 28	Zone 29	Zone 30	Zone 31	Zone 32	Zone 33	Zone 34	Zone 35	Zone 36	Zone 37	Zone 38	Zone 39	Zone 40	Zone 41	Zone 42	Zone 43	Zone 44	Zone 45	Zone 46	Zone 47	Zone 48	Zone 49	Zone 50	Zone 51	Zone 52	Zone 53	Zone 54	Zone 55	Zone 56	Zone 57	Zone 58	Zone 59	Zone 60	Zone 61	Zone 62	Zone 63	Zone 64	Zone 65	Zone 66	Zone 67	Zone 68	Zone 69	Zone 70	Zone 71	Zone 72	Zone 73	Zone 74	Zone 75	Zone 76	Zone 77	Zone 78	Zone 79	Zone 80	Zone 81	Zone 82	Zone 83	Zone 84	Zone 85	Zone 86	Zone 87	Zone 88	Zone 89	Zone 90	Zone 91	Zone 92	Zone 93	Zone 94	Zone 95	Zone 96	Zone 97	Zone 98	Zone 99	Zone 100	Zone 101	Zone 102	Zone 103	Zone 104	Zone 105	Zone 106	Zone 107	Zone 108	Zone 109	Zone 110	Zone 111	Zone 112	Zone 113	Zone 114	Zone 115	Zone 116	Zone 117	Zone 118	Zone 119	Zone 120	Zone 121	Zone 122	Zone 123	Zone 124	Zone 125	Zone 126	Zone 127	Zone 128	Zone 129	Zone 130	Zone 131	Zone 132	Zone 133	Zone 134	Zone 135	Zone 136	Zone 137	Zone 138	Zone 139	Zone 140	Zone 141	Zone 142	Zone 143	Zone 144	Zone 145	Zone 146	Zone 147	Zone 148	Zone 149	Zone 150	Zone 151	Zone 152	Zone 153	Zone 154	Zone 155	Zone 156	Zone 157	Zone 158	Zone 159	Zone 160	Zone 161	Zone 162	Zone 163	Zone 164	Zone 165	Zone 166	Zone 167	Zone 168	Zone 169	Zone 170	Zone 171	Zone 172	Zone 173	Zone 174	Zone 175	Zone 176	Zone 177	Zone 178	Zone 179	Zone 180	Zone 181	Zone 182	Zone 183	Zone 184	Zone 185	Zone 186	Zone 187	Zone 188	Zone 189	Zone 190	Zone 191	Zone 192	Zone 193	Zone 194	Zone 195	Zone 196	Zone 197	Zone 198	Zone 199	Zone 200	Zone 201	Zone 202	Zone 203	Zone 204	Zone 205	Zone 206	Zone 207	Zone 208	Zone 209	Zone 210	Zone 211	Zone 212	Zone 213	Zone 214	Zone 215	Zone 216	Zone 217	Zone 218	Zone 219	Zone 220	Zone 221	Zone 222	Zone 223	Zone 224	Zone 225	Zone 226	Zone 227	Zone 228	Zone 229	Zone 230	Zone 231	Zone 232	Zone 233	Zone 234	Zone 235	Zone 236	Zone 237	Zone 238	Zone 239	Zone 240	Zone 241	Zone 242	Zone 243	Zone 244	Zone 245	Zone 246	Zone 247	Zone 248	Zone 249	Zone 250	Zone 251	Zone 252	Zone 253	Zone 254	Zone 255	Zone 256	Zone 257	Zone 258	Zone 259	Zone 260	Zone 261	Zone 262	Zone 263	Zone 264	Zone 265	Zone 266	Zone 267	Zone 268	Zone 269	Zone 270	Zone 271	Zone 272	Zone 273	Zone 274	Zone 275	Zone 276	Zone 277	Zone 278	Zone 279	Zone 280	Zone 281	Zone 282	Zone 283	Zone 284	Zone 285	Zone 286	Zone 287	Zone 288	Zone 289	Zone 290	Zone 291	Zone 292	Zone 293	Zone 294	Zone 295	Zone 296	Zone 297	Zone 298	Zone 299	Zone 300	Zone 301	Zone 302	Zone 303	Zone 304	Zone 305	Zone 306	Zone 307	Zone 308	Zone 309	Zone 310	Zone 311	Zone 312	Zone 313	Zone 314	Zone 315	Zone 316	Zone 317	Zone 318	Zone 319	Zone 320	Zone 321	Zone 322	Zone 323	Zone 324	Zone 325	Zone 326	Zone 327	Zone 328	Zone 329	Zone 330	Zone 331	Zone 332	Zone 333	Zone 334	Zone 335	Zone 336	Zone 337	Zone 338	Zone 339	Zone 340	Zone 341	Zone 342	Zone 343	Zone 344	Zone 345	Zone 346	Zone 347	Zone 348	Zone 349	Zone 350	Zone 351	Zone 352	Zone 353	Zone 354	Zone 355	Zone 356	Zone 357	Zone 358	Zone 359	Zone 360	Zone 361	Zone 362	Zone 363	Zone 364	Zone 365	Zone 366	Zone 367	Zone 368	Zone 369	Zone 370	Zone 371	Zone 372	Zone 373	Zone 374	Zone 375	Zone 376	Zone 377	Zone 378	Zone 379	Zone 380	Zone 381	Zone 382	Zone 383	Zone 384	Zone 385	Zone 386	Zone 387	Zone 388	Zone 389	Zone 390	Zone 391	Zone 392	Zone 393	Zone 394	Zone 395	Zone 396	Zone 397	Zone 398	Zone 399	Zone 400	Zone 401	Zone 402	Zone 403	Zone 404	Zone 405	Zone 406	Zone 407	Zone 408	Zone 409	Zone 410	Zone 411	Zone 412	Zone 413	Zone 414	Zone 415	Zone 416	Zone 417	Zone 418	Zone 419	Zone 420
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ENVIRONMENTAL PROTECTION

BELL SOUTHWEST RATES
NETWORK ELEMENTS
AND OTHER SERVICES

Enhanced Extended Lines (EELs)	USOC	AL	FL	GA	NY	LA	MS	NC	SC	TN
NRC - OC-48 - Interline OC-12 on OC-48 - 1st		NA	NA	\$59.96	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interline OC-12 on OC-48 - Add'l		NA	NA	\$17.36	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Facility Termination - Disconnected - 1st		NA	NA	\$12.31	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Facility Termination - Disconnected - Add'l		NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interline OC-12 on OC-48 - Disconnected - 1st		NA	NA	\$12.31	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interline OC-12 on OC-48 - Disconnected - Add'l		NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Facility Termination Manual Svc Order vs Electronic Disconn	SOMAN	NA	NA	\$17.55	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Facility Termination Manual Svc Order vs Electronic Disconn	SOMAN	NA	NA	\$17.55	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interline Manual Svc Order vs Electronic Disconnect - 1st	SOMAN	NA	NA	\$17.55	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interline Manual Svc Order vs Electronic Disconnect - Add'l	SOMAN	NA	NA	\$17.55	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interline Manual Svc Order - 1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interline Manual Svc Order - Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interline Manual Svc Order - Disconnected - 1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interline Manual Svc Order - Disconnected - Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interline OC-12 on OC-48 - Incremental Charge - Manual Svc	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Interline OC-12 on OC-48 - Incremental Charge - Manual Svc	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is Conversion Charge (Note 5)	UNOCC	\$64.03	\$32.75	\$54.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC - OC-48 - Combination - Switch As Is Conversion Charge - 1st	UNOCC	\$32.11	\$32.75	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - OC-48 - Combination - Switch As Is Conversion Charge - Disconnected - 1st	UNOCC	\$0.00	\$18.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - OC-48 - Combination - Switch As Is Conversion Charge - Disconnected - Add'l	UNOCC	\$0.00	\$18.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Channel:										
Local Channel - Dedicated - 2-Wire VG	ULDV2	\$14.61	\$0.00	\$13.91	\$22.26	\$14.64	\$17.63	\$14.63	\$16.63	\$19.02
Monthly Recurring per month	ULDV2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Monthly Recurring per mile per month	ULDV2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - Ordinarily Combined In GA (Note 5)	ULDV2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - 2-Wire VG Local Channel - 1st	ULDV2	NA	NA	\$245.43	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG Local Channel - Add'l	ULDV2	NA	NA	\$33.90	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$33.63	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$27.49	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge - Manual Svc Order - Disconnected - 1st	SOMAN	NA	NA	\$27.49	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge - Manual Svc Order - Disconnected - Add'l	SOMAN	NA	NA	\$0.00	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is Conversion Charge (Note 5)	UNOCC	\$64.03	\$32.75	\$54.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC - 2-Wire VG - Combination - Switch As Is Conversion Charge - 1st	UNOCC	\$32.11	\$32.75	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - 2-Wire VG - Combination - Switch As Is Conversion Charge - Disconnected - 1st	UNOCC	\$0.00	\$18.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - 2-Wire VG - Combination - Switch As Is Conversion Charge - Disconnected - Add'l	UNOCC	\$0.00	\$18.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Channel - Dedicated - 2-Wire VG - New Bat.										
Monthly Recurring per month	ULDR2	\$14.61	\$24.31	\$13.91	\$22.26	\$14.64	\$17.63	\$14.62	\$16.63	\$19.02
Monthly Recurring per mile per month	ULDR2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - Ordinarily Combined In GA (Note 5)	ULDR2	NA	NA	\$245.43	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG Local Channel - 1st	ULDR2	NA	NA	\$33.90	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG Local Channel - Add'l	ULDR2	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$33.63	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$27.49	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge - Manual Svc Order - Disconnected - 1st	SOMAN	NA	NA	\$27.49	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge - Manual Svc Order - Disconnected - Add'l	SOMAN	NA	NA	\$0.00	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is Conversion Charge (Note 5)	UNOCC	\$64.03	\$32.75	\$54.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC - 2-Wire VG - Combination - Switch As Is Conversion Charge - 1st	UNOCC	\$32.11	\$32.75	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - 2-Wire VG - Combination - Switch As Is Conversion Charge - Disconnected - 1st	UNOCC	\$0.00	\$18.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - 2-Wire VG - Combination - Switch As Is Conversion Charge - Disconnected - Add'l	UNOCC	\$0.00	\$18.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Channel - Dedicated - 2-Wire VG	ULDV4	\$18.77	\$0.00	\$14.61	\$22.26	\$18.21	\$19.03	\$18.87	\$18.08	\$20.14
Monthly Recurring per month	ULDV4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Monthly Recurring per mile per month	ULDV4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - Ordinarily Combined In GA (Note 5)	ULDV4	NA	NA	\$245.43	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG Local Channel - 1st	ULDV4	NA	NA	\$33.90	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG Local Channel - Add'l	ULDV4	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$33.63	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$27.49	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge - Manual Svc Order - Disconnected - 1st	SOMAN	NA	NA	\$27.49	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge - Manual Svc Order - Disconnected - Add'l	SOMAN	NA	NA	\$0.00	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is Conversion Charge (Note 5)	UNOCC	\$64.03	\$32.75	\$54.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC - 2-Wire VG - Combination - Switch As Is Conversion Charge - 1st	UNOCC	\$32.11	\$32.75	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - 2-Wire VG - Combination - Switch As Is Conversion Charge - Disconnected - 1st	UNOCC	\$0.00	\$18.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - 2-Wire VG - Combination - Switch As Is Conversion Charge - Disconnected - Add'l	UNOCC	\$0.00	\$18.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Channel - Dedicated - DS1	ULDF1	\$25.63	\$43.53	\$38.36	\$43.80	\$43.90	\$38.91	\$35.64	\$37.70	\$40.27
Monthly Recurring per month	ULDF1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

BELL SOUTHWESTERN BATES
NETWORK ELEMENTS
AND OTHER BENEFITS

ENHANCED EXTENDED LINKS (EELs)	USOC	AL	FL	GA	KV	LA	MS	MC	SC	TN
Monthly Recurring per mile per month	1154C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - On-Demand Combined in GA (Note 6)	1154C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - DS1 Local Channel - 1st	LDLF1	NA	NA	\$166.86	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Add'l	LDLF1	NA	NA	\$44.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order - per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$65.60	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$33.53	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$35.76	NA	NA	NA	NA	NA	NA
NRC - DS1 Local Channel - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$114.05	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As If Conversion Charge (Note 6)	UNOCC	\$64.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC - DS1 COMBINATION - Switch As If Conversion Charge - Add'l	UNOCC	\$32.11	\$32.75	\$28.98	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - DS1 COMBINATION - Switch As If Conversion Charge - Disconnect - 1st	UNOCC	\$0.00	\$18.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - DS1 COMBINATION - Switch As If Conversion Charge - Disconnect - Add'l	UNOCC	\$0.00	\$18.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Channel - Dedicated - DS3	USOC	AL	FL	GA	KV	LA	MS	MC	SC	TN
DS3 Local Channel - per mile per month	1154C	\$0.44	\$9.32	\$8.92	\$34.00	\$30.34	\$34.00	\$34.00	\$34.00	\$34.00
DS3 Local Channel - Facility Termination per month	LDLF3	\$535.92	\$556.27	\$515.91	\$636.09	\$669.01	\$533.33	\$408.87	\$493.31	\$607.28
NRC - On-Demand Combined in GA (Note 6)	LDLF3	NA	NA	\$639.50	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Facility Termination - 1st	LDLF3	NA	NA	\$428.40	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Facility Termination - Add'l	LDLF3	NA	NA	\$1.50	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order - per LSR	SOMEC	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$12.03	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As If Conversion Charge (Note 6)	UNOCC	\$64.03	\$32.75	\$71.04	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC - DS3 COMBINATION - Switch As If Conversion Charge - Add'l	UNOCC	\$32.11	\$32.75	\$39.80	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - DS3 COMBINATION - Switch As If Conversion Charge - Disconnect - 1st	UNOCC	\$0.00	\$18.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - DS3 COMBINATION - Switch As If Conversion Charge - Disconnect - Add'l	UNOCC	\$0.00	\$18.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Channel - Dedicated - STS-1	USOC	AL	FL	GA	KV	LA	MS	MC	SC	TN
STS-1 Local Channel - per mile per month	1154C	\$8.44	\$9.32	\$8.92	\$34.00	\$30.34	\$34.00	\$34.00	\$34.00	\$34.00
STS-1 Local Channel - Facility Termination per month	LDLF5	\$525.40	\$549.87	\$517.56	\$636.09	\$669.01	\$533.33	\$408.87	\$493.31	\$607.28
NRC - On-Demand Combined in GA (Note 6)	LDLF5	NA	NA	\$761.81	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Facility Termination - 1st	LDLF5	NA	NA	\$545.54	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Facility Termination - Add'l	LDLF5	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order - per LSR	SOMEC	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As If Conversion Charge (Note 6)	UNOCC	\$64.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC - STS-1 COMBINATION - Switch As If Conversion Charge - Add'l	UNOCC	\$32.11	\$32.75	\$28.98	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - STS-1 COMBINATION - Switch As If Conversion Charge - Disconnect - 1st	UNOCC	\$0.00	\$18.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - STS-1 COMBINATION - Switch As If Conversion Charge - Disconnect - Add'l	UNOCC	\$0.00	\$18.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Channel - OC3	USOC	AL	FL	GA	KV	LA	MS	MC	SC	TN
Local Channel - OC3 - per Mile	1154C	\$9.23	\$7.83	\$8.75	\$33.15	\$29.56	\$33.15	\$33.15	\$33.15	\$33.15
Local Channel - OC3 - per Facility Termination	TBA	\$691.30	\$940.35	\$650.21	\$713.28	\$753.66	\$699.68	\$611.36	\$701.71	\$829.20
NRC - On-Demand Combined in GA (Note 6)	TBA	NA	NA	\$847.69	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - 1st	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Add'l	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order - per LSR	SOMEC	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As If Conversion Charge (Note 6)	UNOCC	\$64.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC - OC3 COMBINATION - Switch As If Conversion Charge - Add'l	UNOCC	\$32.11	\$32.75	\$28.98	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - OC3 COMBINATION - Switch As If Conversion Charge - Disconnect - 1st	UNOCC	\$0.00	\$18.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - OC3 COMBINATION - Switch As If Conversion Charge - Disconnect - Add'l	UNOCC	\$0.00	\$18.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local Channel - OC12	USOC	AL	FL	GA	KV	LA	MS	MC	SC	TN
Local Channel - OC12 - per Mile	1154C	\$10.13	\$11.18	\$9.31	\$40.80	\$36.40	\$40.80	\$40.80	\$40.80	\$40.80
Local Channel - OC12 - per Facility Termination	TBA	\$2,557	\$2,753	\$2,099.00	\$2,457	\$2,571	\$2,371	\$2,172	\$2,460	\$2,579
NRC - On-Demand Combined in GA (Note 6)	TBA	NA	NA	\$1,182.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Add'l	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order - per LSR	SOMEC	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As If Conversion Charge (Note 6)	UNOCC	\$64.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC - OC12 COMBINATION - Switch As If Conversion Charge - Add'l	UNOCC	\$32.11	\$32.75	\$28.98	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - OC12 COMBINATION - Switch As If Conversion Charge - Disconnect - 1st	UNOCC	\$0.00	\$18.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - OC12 COMBINATION - Switch As If Conversion Charge - Disconnect - Add'l	UNOCC	\$0.00	\$18.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

UNPLANNED EXTENDED LINKS (EELs)										
NFC- OC12 : Facility Termination - Disconnect - Adt										
NFC- Electronic Svc Order per LSR										
NFC- OC12 : Incremental Charge - Manual Svc Order - 1st										
NFC- OC12 : Incremental Cost-Manual Svc Order vs. Elect-Disconnect-1st										
NFC- OC12 : Incremental Cost-Manual Svc Order vs. Elect-Disconnect-Adt										
NFC- All Existing Combination - Switch As 1st Conversion Charge (Note 6)										
NFC-OC12 COMBINATION - Switch As 1st Conversion Charge - 1st										
NFC-OC12 COMBINATION - Switch As 1st Conversion Charge - Adt										
NFC-OC12 COMBINATION - Switch As 1st Conversion Charge - Disconnect - 1										
NFC-OC12 COMBINATION - Switch As 1st Conversion Charge - Disconnect - Adt										
Local Channel - OC48										
Local Channel - OC48 per Mile										
Local Channel - OC48 per Facility Termination										
NFC- Ordinarily Combined in QA (Note 6)										
NFC- OC48 : Facility Termination - 1st										
NFC- OC48 : Facility Termination - Adt										
NFC- OC48 : Interface OC12 on OC48 - 1st										
NFC- OC48 : Interface OC12 on OC48 - Adt										
NFC- OC48 : Facility Termination - Disconnect - 1st										
NFC- OC48 : Facility Termination - Disconnect - Adt										
NFC- OC48 : Interface OC12 on OC48 - Disconnect - 1st										
NFC- OC48 : Interface OC12 on OC48 - Disconnect - Adt										
NFC- Electronic Svc Order per LSR										
NFC- OC48 : Facility Termination-Manual Svc Order vs Electronic-Disconnect-1										
NFC- OC48 : Facility Termination-Manual Svc Order vs Electronic-Disconnect-Adt										
NFC- OC48 : Interface-Manual Svc Order vs Electronic-Disconnect-1st										
NFC- OC48 : Interface-Manual Svc Order vs Electronic-Disconnect-Adt										
NFC- OC48 : Incremental Charge-Manual Svc Order-1st										
NFC- OC48 : Incremental Charge-Manual Svc Order-Adt										
NFC- OC48 : Interface OC12 on OC48 - Incremental Charge-Manual Svc Order										
NFC- OC48 : Interface OC12 on OC48 - Incremental Charge-Manual Svc Order										
NFC- All Existing Combination - Switch As 1st Conversion Charge (Note 6)										
NFC-OC48 COMBINATION - Switch As 1st Conversion Charge - 1st										
NFC-OC48 COMBINATION - Switch As 1st Conversion Charge - Adt										
NFC-OC48 COMBINATION - Switch As 1st Conversion Charge - Disconnect - 1										
NFC-OC48 COMBINATION - Switch As 1st Conversion Charge - Disconnect - Adt										
Interoffice Channel:										
Interoffice Channel - Dedicated - 2-wire VG										
Interoffice Channel - Dedicated - 2-wire VG - per mile per month										
Interoffice Channel - Dedicated - 2-wire VG - Facility Termination (per month)										
NFC- Ordinarily Combined in QA (Note 6)										
NFC- 2-wire VG Interoffice Channel - Facility Termination - 1st										
NFC- 2-wire VG Interoffice Channel - Facility Termination - Adt										
NFC- Electronic Svc Order per LSR										
NFC- 2-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order - 1										
NFC- 2-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order - Adt										
NFC- 2-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order - D										
NFC- 2-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order - D										
NFC- All Existing Combination - Switch As 1st Conversion Charge (Note 6)										
NFC-34-WIRE COMBINATION - Switch As 1st Conversion Charge - 1st										
NFC-34-WIRE COMBINATION - Switch As 1st Conversion Charge - Adt										
NFC-34-WIRE COMBINATION - Switch As 1st Conversion Charge - Disconnect - 1st										
NFC-34-WIRE COMBINATION - Switch As 1st Conversion Charge - Disconnect - Adt										
Interoffice Channel - Dedicated - 4-wire VG										
Interoffice Channel - Dedicated - 4-wire VG - per mile per month										
Interoffice Channel - Dedicated - 4-wire VG - Facility Termination (per month)										
NFC- Ordinarily Combined in QA (Note 6)										
NFC- 4-wire VG Interoffice Channel - Facility Termination - 1st										
NFC- 4-wire VG Interoffice Channel - Facility Termination - Adt										
NFC- Electronic Svc Order per LSR										
NFC- 4-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order - 1										
NFC- 4-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order - Adt										
NFC- 4-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order - D										
NFC- 4-wire VG Interoffice Channel - Incremental Charge-Manual Svc Order - D										
NFC- All Existing Combination - Switch As 1st Conversion Charge (Note 6)										
NFC-34-WIRE COMBINATION - Switch As 1st Conversion Charge - 1st										
NFC-34-WIRE COMBINATION - Switch As 1st Conversion Charge - Adt										
NFC-34-WIRE COMBINATION - Switch As 1st Conversion Charge - Disconnect - 1st										
NFC-34-WIRE COMBINATION - Switch As 1st Conversion Charge - Disconnect - Adt										
LRDC	AL	FL	GA	KY	LA	MS	NC	SC	TN	
TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA	
SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	\$37.64	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	\$37.64	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	\$118.03	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	\$118.03	NA	NA	NA	NA	NA	NA	
UNCOO	\$64.03	\$32.75	\$58.43	\$64.09	\$64.23	\$64.09	\$64.00	\$64.28	\$64.13	
UNCOO	\$32.11	\$32.75	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17	
UNCOO	\$0.00	\$118.77	\$121.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
UNCOO	\$0.00	\$118.77	\$121.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
USOC	AL	GA	KY	LA	MS	NC	SC	TN		
115MC	\$33.22	\$30.67	\$27.75	\$123.84	\$119.40	\$168.39	\$170.02	\$47.37	\$93.50	
TBA	\$17.13	\$11.94	\$15.98	\$2,436	\$1,753	\$1,877	\$1,733	\$1,850	\$570.54	
TBA	\$748.71	\$598.28	\$594.00	\$753.77	\$723.79	\$867.00	\$862.68	\$773.40	\$570.54	
TBA	NA	NA	\$11.82	NA	NA	NA	NA	NA	NA	
TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA	
TBA	NA	NA	\$539.36	NA	NA	NA	NA	NA	NA	
TBA	NA	NA	\$317.38	NA	NA	NA	NA	NA	NA	
TBA	NA	NA	\$172.31	NA	NA	NA	NA	NA	NA	
TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA	
TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA	
TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA	
SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	\$118.03	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	\$118.03	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	\$118.03	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	\$118.03	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	\$37.64	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	\$37.64	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	\$37.64	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	\$37.64	NA	NA	NA	NA	NA	NA	
UNCOO	\$54.03	\$32.75	\$58.43	\$64.09	\$64.23	\$64.09	\$64.00	\$64.28	\$64.13	
UNCOO	\$32.11	\$32.75	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17	
UNCOO	\$0.00	\$118.77	\$121.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
UNCOO	\$0.00	\$118.77	\$121.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1153X	\$0.0359	\$0.0180	\$0.0222	\$0.0001	\$0.0342	\$0.0323	\$0.0242	\$0.0073	\$0.0073	
UT1V2	\$18.49	\$48.72	\$17.07	\$27.46	\$19.10	\$21.33	\$19.91	\$21.42	\$19.33	
UT1V2	NA	NA	\$78.61	NA	NA	NA	NA	NA	NA	
UT1V2	NA	NA	\$34.00	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	\$18.84	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	\$18.84	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
UNCOO	\$64.00	\$32.75	\$58.43	\$64.09	\$64.23	\$64.09	\$64.00	\$64.28	\$64.13	
UNCOO	\$32.11	\$32.75	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17	
UNCOO	\$0.00	\$118.77	\$121.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
UNCOO	\$0.00	\$118.77	\$121.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
1153X	NA	NA	NA	NA	NA	NA	NA	NA	NA	
UT1V4	NA	NA	NA	NA	NA	NA	NA	NA	NA	
UT1V4	NA	NA	NA	NA	NA	NA	NA	NA	NA	
UT1V4	NA	NA	NA	NA	NA	NA	NA	NA	NA	
SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
UNCOO	\$64.03	\$32.75	\$58.43	\$64.09	\$64.23	\$64.09	\$64.00	\$64.28	\$64.13	
UNCOO	\$32.11	\$32.75	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17	
UNCOO	\$0.00	\$118.77	\$121.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
UNCOO	\$0.00	\$118.77	\$121.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

[illegible]

BELL SOUTHWEST WIDOWHARTS
WESTERN EASERS
AND OTHER SERVICES

ENHANCED EXTENDED LINKS (RELS)										USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - STS-1 Interoffice Channel - Incremental Charge - Manual Svc Order - 1st										SOMAN	NA	NA	\$61.19	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge - Manual Svc Order - Addl										SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge - Manual Svc Order - Disc										SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge - Manual Svc Order - Disc										SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is Conversion Charge (Rate 6)										UNOCC	\$54.09	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC - STS-1 COMBINATION - Switch As Is Conversion Charge - Addl										UNOCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - STS-1 COMBINATION - Switch As Is Conversion Charge - Disconnect - 1										UNOCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - STS-1 COMBINATION - Switch As Is Conversion Charge - Disconnect - A										UNOCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel - OC3										1LXCC	\$7.35	\$0.38	\$4.37	\$27.97	\$23.89	\$18.35	\$14.10	\$3.75	\$13.45
Interoffice Channel - OC3 - per Mile										TBA	\$2.475	\$0.043	\$2,187.00	\$3,390	\$2,990	\$1,892.00	\$2,071	\$2,892	\$2,124
NRC - OC3 - Facility Termination - Addl										TBA	NA	NA	\$347.69	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st										TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - Addl										TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - Addl										TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order - per LSP										SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge - Manual Svc Order - 1st										SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge - Manual Svc Order - Addl										SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge - Manual Svc Order - Disconnect - 1st										SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge - Manual Svc Order - Disconnect - Addl										SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is Conversion Charge (Rate 6)										UNOCC	\$54.09	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC - OC-3 COMBINATION - Switch As Is Conversion Charge - Addl										UNOCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - OC-3 COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st										UNOCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - OC-3 COMBINATION - Switch As Is Conversion Charge - Disconnect - Addl										UNOCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel - OC13										1LXCC	\$19.26	\$28.91	\$15.08	\$24.88	\$74.44	\$40.43	\$30.38	\$33.52	\$48.90
Interoffice Channel - OC13 - per Mile										TBA	\$9.765	\$11.055	\$8,202.00	\$12,344	\$11,517	\$7,162.00	\$7,879.00	\$11,152	\$8,015
NRC - OC13 - Facility Termination - Addl										TBA	NA	NA	\$1,024.00	NA	NA	NA	NA	NA	NA
NRC - OC13 - Facility Termination - Disconnect - 1st										TBA	NA	NA	\$1,024.00	NA	NA	NA	NA	NA	NA
NRC - OC13 - Facility Termination - Disconnect - Addl										TBA	NA	NA	\$1,024.00	NA	NA	NA	NA	NA	NA
NRC - OC13 - Facility Termination - Disconnect - Addl										TBA	NA	NA	\$1,024.00	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order - per LSP										SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - OC13 - Incremental Charge - Manual Svc Order - 1st										SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC13 - Incremental Charge - Manual Svc Order - Addl										SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC13 - Incremental Charge - Manual Svc Order - Disconnect - 1st										SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC13 - Incremental Charge - Manual Svc Order - Disconnect - Addl										SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is Conversion Charge (Rate 6)										UNOCC	\$54.09	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC - OC-13 COMBINATION - Switch As Is Conversion Charge - Addl										UNOCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - OC-13 COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st										UNOCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - OC-13 COMBINATION - Switch As Is Conversion Charge - Disconnect - Addl										UNOCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel - OC48										1LXCC	\$30.66	\$34.68	\$25.70	\$138.02	\$138.69	\$102.43	\$120.02	\$45.92	\$108.65
Interoffice Channel - OC48 - per Mile										TBA	\$11.881	\$12.854	\$11,134.00	\$16,077	\$14,460	\$11,460	\$10,852	\$67.56	\$11,632
NRC - OC48 - Facility Termination - Addl										TBA	NA	NA	\$1,024.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - 1st										TBA	NA	NA	\$1,024.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - Addl										TBA	NA	NA	\$1,024.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - Addl										TBA	NA	NA	\$1,024.00	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order - per LSP										SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Charge - Manual Svc Order - 1st										SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Charge - Manual Svc Order - Addl										SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Charge - Manual Svc Order - Disconnect - 1st										SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Charge - Manual Svc Order - Disconnect - Addl										SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is Conversion Charge (Rate 6)										UNOCC	\$54.09	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC - OC-48 COMBINATION - Switch As Is Conversion Charge - Addl										UNOCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - OC-48 COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st										UNOCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - OC-48 COMBINATION - Switch As Is Conversion Charge - Disconnect - Addl										UNOCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SEATTLE/NEWPORT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

ENHANCED EXTENDED LINKS (REL4)										LA	MS	NC	SC	TX
Channelization										LA	MS	NC	SC	TX
DSC Channelization														
DSC Channelization System per month														
DSC Interface per month (DSC COON)										\$245.84	\$228.30	\$228.81	\$300.01	\$222.96
NRC - Channelization - 1st										\$4.52	\$5.58	\$4.81	\$11.99	\$3.91
NRC - Channelization - 1st														
NRC - Channel Activation - 1st														
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BELLSOUTH SOUTHWESTERN
SOUTHWESTERN
AND OTHER SERVICES

ENLARGED EXTENDED LINES (EELs)									
USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Node - Add'l	NA	NA	\$4.47	NA	NA	NA	NA	NA	NA
NRC - Node - Disconnect - 1st	NA	NA	\$13.81	NA	NA	NA	NA	NA	NA
NRC - Node - Disconnect - Add'l	NA	NA	\$13.81	NA	NA	NA	NA	NA	NA
NRC - Node - Incremental Charge - Manual Service Order - 1st	NA	NA	\$21.73	NA	NA	NA	NA	NA	NA
NRC - Node - Incremental Charge - Manual Service Order - Add'l	NA	NA	\$21.73	NA	NA	NA	NA	NA	NA
NRC - Node - Incremental Charge - Manual Service Order - Disconnect - 1st	NA	NA	\$3.87	NA	NA	NA	NA	NA	NA
NRC - Node - Incremental Charge - Manual Service Order - Disconnect - Add'l	NA	NA	\$3.87	NA	NA	NA	NA	NA	NA
NRC - All Existing Connections - Switch As Is - Conversion Charge (Node B)	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Node - Switch As Is - Conversion Charge - 1st	\$54.05	\$52.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.28	\$54.13
NRC - Node - Switch As Is - Conversion Charge - Add'l	\$32.11	\$32.75	\$38.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - Node - Switch As Is - Conversion Charge - Disconnect - 1st	\$0.00	\$18.77	\$12.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - Node - Switch As Is - Conversion Charge - Disconnect - Add'l	\$0.00	\$18.77	\$12.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Optional Features & Functions:									
NRC - Clear Channel Capacity (R225/RESF) Option - Subsequent - per DS1 Chnl	\$184.65	\$184.62	\$184.62	\$184.61	\$184.65	\$184.60	\$184.78	\$185.28	\$185.16
NRC - Clear Channel Capacity (R225/RESF) Option - Subsequent - per DS1 Chnl	\$23.81	\$23.82	\$23.78	\$23.82	\$23.70	\$23.78	\$23.60	\$23.88	\$23.85
NRC - Clear Channel Capacity (R225/RESF) Option - Subsequent - per DS1 Chnl	\$1.99	\$2.07	\$2.03	\$1.99	\$1.97	\$1.96	\$1.99	\$1.99	\$2.03
NRC - Clear Channel Capacity (R225/RESF) Option - Subsequent - per DS1 Chnl	\$0.77	\$0.80	\$0.79	\$0.78	\$0.77	\$0.78	\$0.78	\$0.78	\$0.78
NRC - Clear Channel Capacity (R225/RESF) Option - Subsequent - Manual Serv	\$29.23	\$21.73	\$29.33	\$29.24	\$29.20	\$29.33	\$29.33	\$29.33	\$29.33
NRC - Clear Channel Capacity (R225/RESF) Option - Subsequent - Manual Serv	\$3.63	\$3.67	\$3.63	\$3.64	\$3.62	\$3.63	\$3.63	\$3.63	\$3.63
NRC - Clear Channel Capacity (R225/RESF) Option - Subsequent - per DS1 Chnl	\$184.65	\$184.62	\$184.62	\$184.61	\$184.65	\$184.60	\$184.78	\$185.28	\$185.16
NRC - Clear Channel Capacity (R225/RESF) Option - Subsequent - per DS1 Chnl	\$23.81	\$23.82	\$23.78	\$23.82	\$23.70	\$23.78	\$23.60	\$23.88	\$23.85
NRC - Clear Channel Capacity (R225/RESF) Option - Subsequent - per DS1 Chnl	\$1.99	\$2.07	\$2.03	\$1.99	\$1.97	\$1.96	\$1.99	\$1.99	\$2.03
NRC - Clear Channel Capacity (R225/RESF) Option - Subsequent - per DS1 Chnl	\$0.77	\$0.80	\$0.79	\$0.78	\$0.77	\$0.78	\$0.78	\$0.78	\$0.78
NRC - Clear Channel Capacity (R225/RESF) Option - Subsequent - Manual Serv	\$29.23	\$21.73	\$29.33	\$29.24	\$29.20	\$29.33	\$29.33	\$29.33	\$29.33
NRC - Clear Channel Capacity (R225/RESF) Option - Subsequent - Manual Serv	\$3.63	\$3.67	\$3.63	\$3.64	\$3.62	\$3.63	\$3.63	\$3.63	\$3.63
Notes:									
1. Interim rates subject to time-up.									
2. Geographically Disadvantaged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. When Geographically Disadvantaged 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 accommodate the Geographically Disadvantaged UNE Zone Rate Structures. 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, 1.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, applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website: http://www.interconnection.bellsouth.com/homepage_interconnect/bellconnect/bellconnect.htm to view Geographically Disadvantaged UNE Zone Designations by Central Office.									
3. New EELs will only be available in the State of Georgia and in densely populated areas in the Southeast Region.									
4. Add'l Disadvantaged rates are subject to time-up.									
5. Add'l Disadvantaged rates are subject to time-up.									
6. Add'l Disadvantaged rates are subject to time-up.									
7. Add'l Disadvantaged rates are subject to time-up.									
8. Add'l Disadvantaged rates are subject to time-up.									
9. Add'l Disadvantaged rates are subject to time-up.									
10. Add'l Disadvantaged rates are subject to time-up.									
11. Add'l Disadvantaged rates are subject to time-up.									
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13. Add'l Disadvantaged rates are subject to time-up.									
14. Add'l Disadvantaged rates are subject to time-up.									
15. Add'l Disadvantaged rates are subject to time-up.									
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BELLOUTH/NEWGOUTH RATES
 NETWORK ELEMENTS
 AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
3 This charge is only applicable where signaling usage measurement or billing capability does not exist.										
4 Prices for ANI to be determined upon development of modulation devices. (TN)										
5 Price for Line Class Codes for Selective Routing shall be determined by the TRA. (TN)										
Where the state Commission has adopted rates for the rate elements contained herein, it is the intent of the parties to reflect such rates in this exhibit and to apply the same consistent with applicable FCC and Commission rules and orders.										

Attachment 3
Network Interconnection

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The Parties shall provide interconnection with each other's networks for the transmission and routing of Local Traffic, Transit Traffic, Internet Service Provider-Bound ("ISP-Bound") Traffic, 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 NewSouth owns and provides its switch(es).

- 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 NewSouth. 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 originated.
- 1.1.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, existing IPs will be accepted as initial IPs and will not require re-grooming. 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 IP(s).
- 1.1.2.1 If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, may establish a single IP 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.
- 1.1.2.2 Additional IPs in a particular LATA may be established by mutual agreement of the Parties. Absent mutual agreement, in order to establish additional IPs in a LATA, the proposed additional IP must meet the following criteria: (1) the traffic between NewSouth and BellSouth at the proposed additional IP must exceed 8.9 million minutes of Local Traffic and ISP-bound Traffic per month for three consecutive months during the busy hour; and (2) any end office to be designated as an IP must be more than 20 miles from an existing IP. BellSouth will not designate an IP at an end office where physical or virtual collocation space or BellSouth fiber connectivity is not available.

- 1.1.2.3 Upon written notification from the Party requesting the establishment of an additional IP, the receiving Party has 20 business days to analyze, respond to, and negotiate in good faith the establishment of and location of such IP. Should the Parties disagree that the traffic volumes justify an additional IP or disagree as to the location of an additional IP, the Parties shall follow the Dispute Resolution process contained in the General Terms and Conditions of this Agreement to determine whether and how the additional IP should be established.

1.2 **Interconnection via Dedicated Transport Facilities**

- 1.2.1 The Parties shall institute a "bill and keep" compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges for trunks (one-way or two-way), trunk ports and associated dedicated facilities for the exchange of Local Traffic (non-transit), ISP-bound Traffic, and IntraLATA Toll Traffic. Each Party has the obligation to install the appropriate trunks, trunk ports and associated facilities on its respective side of the IP and is responsible for bearing its own costs on its side of the IP. Both Parties, as appropriate, shall be compensated for the ordering of trunks, trunk ports and facilities used exclusively for transit traffic and for ancillary traffic types including, but not limited to, 911 and OS/DA. The Parties agree that charges for such trunks and facilities are as set forth in Exhibit A to this Attachment. Either Party may, at its option, choose to purchase such trunks and facilities from the other Party's tariff.
- 1.2.2 Pursuant to 1.2.1 above, 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. Such facilities may be purchased out of the terminating party's Commission approved access services tariff or as unbundled network elements at the rates set forth in Exhibit A to this Attachment. If tariffed access services are purchased, 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 tariffed 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.
- 1.2.3 Pursuant to 1.2.1 above, either Party may obtain **Dedicated Interoffice Transport** facilities from its designated Serving Wire Center to the other Party's first point of switching. Such facilities may be purchased out of the terminating party's access services tariff or as unbundled network elements at the rates set forth in Exhibit A to this Attachment. If tariffed access services are purchased, 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 tariffed 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.

- 1.2.4 For the purposes of this Attachment, **Local Channel** (i.e., entrance facility) is defined as a flat-non-distance-sensitive rated switch transport facility between a Party's Interconnection Point and its Serving Wire Center.
- 1.2.5 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.
- 1.2.6 For the purposes of this Attachment, **Dedicated Interoffice Transport** is defined as a distance-sensitive rated switch transport facility between a Party's Serving Wire Center and the first point of switching on the other Party's common (shared) network.
- 1.3 **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 NewSouth elects to interconnect with BellSouth pursuant to a Fiber Meet, NewSouth and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel facility at either the DS0, DS1, or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, NewSouth's SONET transmission must be compatible with BellSouth's equipment in the BellSouth Interconnection Wire Center, and the Data Communications Channel (DCC) must be turned off, unless otherwise mutually agreed to by the Parties.
 - 1.3.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").
 - 1.3.4 NewSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the NewSouth Interconnection Wire Center ("NewSouth Wire Center").
 - 1.3.5 BellSouth shall designate a Interconnection Point outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable NewSouth to deliver, fiber optic facilities into the Interconnection Point with sufficient spare length to reach the fusion splice point at the Interconnection Point. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Interconnection Point. A Common Language Location

Identification ("CLLI") code will be established for each Interconnection Point. The code established must be a building type code. All orders shall originate from the Interconnection Point (i.e., Interconnection Point to NewSouth, Interconnection Point to BellSouth).

- 1.3.6 NewSouth shall deliver and maintain such strands wholly at its own expense. Upon verbal request by NewSouth, BellSouth shall allow NewSouth access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 1.3.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 1.3.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 1.3.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit Local Traffic (i.e., the Local Channel). Charges for unbundled network element facilities shall be billed at the rates set forth in Attachment 3, Exhibit A. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the BellSouth Interstate or Intrastate Access Services Tariff).

2. Interconnection Trunk Group Architectures

- 2.1 BellSouth and NewSouth 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 NewSouth shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of NewSouth's originated local and intraLATA toll traffic and for the receipt and delivery of Transit Traffic. To the extent NewSouth 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 NewSouth has established interconnection trunk groups to, NewSouth shall establish trunk groups to such other BellSouth access tandems.
- 2.2.1 Notwithstanding the forgoing, NewSouth shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where NewSouth has homed (i.e., assigned) its NPA/NXXs. NewSouth 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). NewSouth 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 NewSouth's NXX Access Tandem homing arrangement as specified by NewSouth in the Local Exchange Routing Guide (LERG).
- 2.4 Any NewSouth interconnection request that deviates from the interconnection trunk group architectures as described in this Agreement that affects traffic delivered to NewSouth from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require NewSouth to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in Attachment 12 of this Agreement.
- 2.5 Subject to 1.2.1, charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and NewSouth 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 interim rate shall be as set forth in the appropriate Party's Commission filed and effective tariff for Switched Access services. Once a cost based rate is established by BellSouth, the interim tariff rate shall be trued up and the cost based rate will be applied retroactively to the effective date of this agreement.
- 2.6 Unless the Parties mutually agree otherwise, NewSouth shall be responsible for ordering and paying for any two way trunks carrying Transit Traffic. At such time as NewSouth is providing a transit function on 20% of all Transit Traffic, BellSouth and NewSouth will negotiate alternative compensation for two way trunks carrying Transit Traffic. At such time as NewSouth is providing the transit function on 30% of all Transit Traffic, the Parties shall execute an amendment implementing such alternative compensation for two way trunks carrying 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 NewSouth 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 NewSouth's equivalent trunking group.
- 2.10 **Interconnection Trunk Groups for Exchange of Local, ISP-Bound, IntraLATA Toll and Transit Traffic**
- 2.10.1 If the Parties' originated local, ISP-Bound and/or intraLATA toll traffic is exchanged 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, ISP-Bound and/or intraLATA toll shall be mutually agreed upon. NewSouth 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, ISP-Bound 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, ISP-Bound 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.

2.10.2.1 Basic Architecture

2.10.2.1.1 In this architecture, NewSouth's originating Local traffic, ISP-Bound traffic, and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between NewSouth and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between NewSouth and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which NewSouth desires interconnection and has the proper contractual arrangements. This group also carries NewSouth 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, ISP-bound and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to NewSouth. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

2.10.2.2 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 NewSouth-originated local, ISP-Bound, and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local, ISP-Bound, and intraLATA toll traffic destined for NewSouth end-users. A third two-way trunk group is established for NewSouth's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between NewSouth and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which NewSouth desires

interconnection and has the proper contractual arrangements. This group also carries NewSouth originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The One-Way Trunk Group Architecture is illustrated in Exhibit C.

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, ISP-Bound, and intraLATA toll traffic between NewSouth and BellSouth. In addition, a two-way transit trunk group must be established for NewSouth's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between NewSouth and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which NewSouth desires interconnection and has the proper contractual arrangements. This group also carries NewSouth originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Two-Way Trunk Group Architecture is illustrated in Exhibit D.

2.10.2.4 Supergroup Architecture

2.10.2.4.1 In the Supergroup Architecture, the Parties' Local, ISP-Bound, and IntraLATA Toll and Transit Traffic are exchanged on a single two-way trunk group between NewSouth and BellSouth. This group carries intratandem Transit Traffic between the Parties and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which NewSouth desires interconnection and has the proper contractual arrangements. This group also carries NewSouth 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. In the event either Party desires to use Supergroup, the Parties will mutually agree on the compensation applicable for the portion of the trunks and facilities used for transit traffic. The Supergroup Architecture is illustrated in Exhibit E.

2.10.3 Local Tandem Interconnection

2.10.3.1 Local Interconnection trunk group(s) may be established at BellSouth local tandems for: (1) the delivery of NewSouth-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.

- 2.10.3.2 When a specified local calling area is served by more than one BellSouth local tandem, NewSouth must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Where requested facilities are not available, NewSouth and BellSouth will route NewSouth's traffic, if possible, to a point where facilities are available. This alternative routing will be an interim solution until requested facilities are available. Additionally, NewSouth 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. NewSouth 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 NewSouth does not choose to establish an interconnection trunk group(s). It is NewSouth's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to NewSouth's codes. Likewise, NewSouth shall obtain its routing information from the LERG.
- 2.10.3.3. Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, NewSouth must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which NewSouth has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).
- 2.10.3.4 BellSouth's provisioning of local tandem interconnection assumes that NewSouth has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems in a manner consistent with the requirements of the Act.
- 2.10.4 **Direct End Office-to-End Office Interconnection**
 - 2.10.4.1 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.
 - 2.10.4.2 The Parties shall utilize direct end office-to-end office trunk groups under the following conditions:
 - 2.10.4.2.1 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 alternative tandem trunking plan or end

office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between NewSouth and BellSouth's subscribers.

- 2.10.4.2.2 **Traffic Volume** -To the extent either Party has the capability to measure the amount of traffic between a NewSouth 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 NewSouth switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed two DS1s of traffic per month. Either Party will install additional capacity between such points when overflow traffic between NewSouth's switching center and BellSouth's end office exceeds or is forecasted to exceed two DS1s 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.
- 2.10.4.2.3 **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.

2.10.5 Transit Traffic Trunk Group

- 2.10.5.1 Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by NewSouth 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 Toll Free Traffic

- 2.10.6.1 If NewSouth chooses BellSouth to handle Toll Free database queries from its switches, all NewSouth originating Toll Free traffic will be routed over the Transit Traffic Trunk Group.
- 2.10.6.2 All originating Toll Free Service (Toll Free) calls for which NewSouth 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.
- 2.10.6.3 NewSouth may handle its own Toll Free database queries from its switch. If so, NewSouth 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, NewSouth 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, NewSouth will route the post-

query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group. In such case, NewSouth is to provide a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free number, NewSouth 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 the BellSouth Access Tandem for carriers not directly connected to its network. Calls will be routed to BellSouth over the local/intraLATA and Transit Traffic Trunk Groups within the LATA in which the calls originate.

- 2.10.6.4 All post-query Toll Free Service (Toll Free) calls for which NewSouth 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. **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 NewSouth will send and receive 10 digits for Local Traffic. Additionally, BellSouth and NewSouth 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, NewSouth shall provide an initial interconnection trunk group forecast for each LATA that it shall provide service within BellSouth's region. Upon receipt of NewSouth'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 – Part A of this Agreement.
- 3.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, NewSouth-to-BellSouth one-way trunks ("NewSouth Trunks"), BellSouth-to-NewSouth 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 NewSouth'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, trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for NewSouth location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Access Code, 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, NewSouth shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. NewSouth 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 NewSouth'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 NewSouth shall monitor traffic on each interconnection trunk group that is installed pursuant to the initial interconnection trunk requirements and subsequent forecasts six months after the initial installation of the trunks and any time after the end of a calendar quarter thereafter. 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 provisions of the section following, BellSouth may disconnect any Non-utilized Reciprocal Trunk(s) or Under-utilized Reciprocal Trunk(s), as defined in Section 3.8.1.1 below, and NewSouth shall refund to BellSouth associated trunk and facility charges paid by BellSouth retroactive to the date on which such trunks failed to maintain compliance with the threshold described in Section 3.8.1.1 below. In addition, BellSouth may request NewSouth to disconnect any Non-utilized or Under-utilized two-way interconnection trunk(s) if BellSouth has determined that the trunk group is not being utilized as described in Section 3.8.1.1 below, provided that the Parties have not otherwise agreed. NewSouth shall comply with such request, subject to Section 3.8.1.1 below.
- 3.8.1.1 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 365 days of the installation of a trunk or trunks, the trunks will be utilized at eighty 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.

- 3.8.1.2 BellSouth's Local Interconnection Switching Center ("LISC") will notify NewSouth of any under-utilized reciprocal trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated NewSouth interface. NewSouth will provide concurrence with the disconnection in seven (7) business days of its receipt of such notification or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected Local Number Ported (LNP) and traffic volumes and the timeframes within which NewSouth expects to need such trunks. BellSouth's LISC project manager and Circuit Capacity Manager will discuss the information with NewSouth to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to NewSouth. The due date of these orders will be four weeks from the date on which NewSouth received notice, in writing, of BellSouth's request to disconnect the underutilized trunk groups.
- 3.8.1.3 To the extent NewSouth requests BellSouth and BellSouth 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 BellSouth subject to the conditions set forth in the preceding sections.
- 3.8.2 To the extent that any Final interconnection trunk group is utilized at, or, based on trend (incorporating linear regression analysis using Erlang B theory with weekly tracked historical traffic data per trunk group engineered at a P.01 grade of service) will reach within six weeks, a time-consistent busy hour utilization level of eighty percent (80%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.
4. **Local Dialing Parity**
- 4.1 BellSouth and NewSouth shall provide local and toll dialing parity as described in the Act and required by FCC rules, regulations and policies. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and NewSouth 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. In addition, NewSouth end users shall experience at least the same service quality level as BellSouth end users in terms of post-dial delay, call completion rate and transmission quality.
5. **Interconnection Compensation**
- 5.1 **Compensation for Call Transportation and Termination for Local Traffic**

- 5.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements.
- 5.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls between specific wire centers established as a local call by the ruling regulatory body.
- 5.1.1.2 For purposes of this Attachment, ISP-bound Traffic is defined as any telephone call to an ESP/ISP that is dialed using a local dialing pattern (7 or 10 digits) by the calling party to an ESP/ISP server physically located within a given LATA ("ISP-bound traffic").
- 5.1.2 For purposes of this Agreement and for traffic between the Parties originating from and directed to the exchanges subject to this Agreement, the Parties agree to a bill-and-keep arrangement for usage on Local Traffic and ISP-bound traffic. Such bill-and-keep arrangement includes any per minute of use rate elements associated with the transport and termination of Local Traffic and ISP-bound Traffic (including, but not limited to end office switching, tandem switching, and common transport).
- 5.1.2.1 For the purposes of this Attachment, **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between the terminating Party's tandem switch and end office switch and/or between the terminating Party's tandem switches.
- 5.1.2.2 For the purposes of this Attachment, **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).
- 5.1.2.3 For the purposes of this Attachment, **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 5.1.3 Neither Party shall represent Switched Access Traffic as Local Traffic for purposes of payment of reciprocal compensation.
- 5.1.4 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, Local Traffic and ISP-Bound Traffic delivered to a terminating Party's end users physically located within the LATA in which the call originated and within which the Party's end user's NPA/NXX is assigned shall be subject to bill-and-keep. If either Party assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to its end users physically located outside of that LATA, the originating Party's traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to the terminating Party's customer physically located

outside of such LATA, shall not be deemed Local Traffic, and such traffic will not be subject to bill-and-keep. Further, the Parties agree to identify such interLATA traffic to each other and to compensate each other for originating and transporting such interLATA traffic to each other at the originating Party's Commission approved tariffed switched access rates.

- 5.1.5. **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 Traffic and ISP-Bound Traffic, per minute of use, subject to bill and keep under this agreement. For purposes of developing the PLU, each Party shall consider every local call, every call to an enhanced/information service provider (including Internet service providers), 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 **Percent Local Use Reporting Guidebook**, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.
- 5.2 **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 ordered via BellSouth's E6 tariff to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport ordered from BellSouth's E6 tariff and 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 **Percent Local Use/Percent Local Facility Reporting Guidebook**, as it is amended from time to time.
- 5.3 **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 NewSouth. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used, to the extent applicable, 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. 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.

- 5.4 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and NewSouth shall retain records of call detail for a minimum of nine months from which a PLF, PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, 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 PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

5.5 **Rate True-up**

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

- 5.5.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 5.5.2 The interim prices shall be true-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.
- 5.5.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the

Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

5.5.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

- (a) BellSouth and CLEC is entitled to be a full Party to the proceeding;
- (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
- (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

5.6 Compensation for 8XX Traffic

5.6.1 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 Party's Commission or FCC filed and approved intrastate or interstate switched access tariffs.

5.6.2 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.

5.6.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Database (TFD) to NewSouth requires interconnection from NewSouth 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. NewSouth shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that NewSouth desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

5.7 Mutual Provision of Switched Access Service

5.8.1 Switched Access Traffic. Switched Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 800/877/888), 900 access, and their successors or similar Switched Exchange Access Services. The Parties have been unable to agree as to whether "Voice-Over-Internet Protocol" transmissions ("VOIP") which cross LATA boundaries constitute Switched Access Traffic. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to

the jurisdictional nature of VOIP, the Parties agree to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any.

- 5.8.2 When one Party's end office switch, subtending the other Party's 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 the other Party's facilities, or via the other Party'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.
- 5.8.3 In the event that either Party fails to provide switched access detailed 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 access revenues and a negotiated settlement will be agreed upon between the Parties.
- 5.8.4 Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 5.8.5 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.
- 5.8.6 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 5.8.7 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.

5.8.8 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.

5.8.9 NewSouth agrees not to deliver switched access traffic to BellSouth for termination except over NewSouth ordered switched access trunks and facilities.

5.9 Transit Traffic Service

5.9.1 Each Party shall provide tandem switching and transport services for the other Party's Transit Traffic. Transit Traffic is traffic originating on one Party's network that is switched and/or transported by the other Party and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by one Party and delivered to the other Party's network. Rates for local Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access Transit Traffic shall be the applicable charges as set forth in the applicable Party's Commission approved Interstate or Intrastate Switched Access tariffs. Switched Access Transit Traffic presumes that one Party's switch is subtending the other Party's Access Tandem for switched access traffic to and from one Party's end users utilizing the other Party's facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all Transit Traffic shall be pursuant to Multiple Exchange Carrier Access Billing (MECAB) 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 NewSouth and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between NewSouth and Wireless Type 2A or third parties utilizing UNE-P shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or third party utilizing UNE-P have the capability to properly meet-point-bill in accordance with MECAB guidelines.

5.9.2. 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 NewSouth 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 NewSouth. Both Parties' agree to compensate the other for any charges or costs for the delivery of Local Transit Traffic to a connecting carrier on behalf of the other Party.

Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

6. Frame Relay Service Interconnection

- 6.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and NewSouth's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which NewSouth is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between NewSouth and BellSouth Frame Relay Switches in the same LATA.
- 6.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 6.3 Upon the request of either Party, such interconnection will be established where BellSouth and NewSouth have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 6.4 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.
- 6.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 6.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
- 6.5.2 If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
- 6.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation,

NewSouth may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies NewSouth that it has found that this method does not adequately represent the PLCU.

- 6.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 6.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and NewSouth will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. NewSouth will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of NewSouth's PLCU.
- 6.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and NewSouth will pay, the total non-recurring and recurring charges for the NNI port. NewSouth will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by NewSouth's PLCU.
- 6.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 6.8 For the PVC segment between the NewSouth and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 6.9 Compensation for PVC rate elements will be calculated as follows:
 - 6.9.1 If NewSouth orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the NewSouth Frame Relay switch, BellSouth will invoice, and NewSouth will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and NewSouth Frame Relay switches. If the VC is a Local VC, NewSouth will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to NewSouth for the PVC segment.
 - 6.9.2 If BellSouth orders a Local VC connection between a NewSouth subscriber's PVC segment and a PVC segment from the NewSouth Frame Relay switch to the

BellSouth Frame Relay switch, BellSouth will invoice, and NewSouth will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and NewSouth Frame Relay switches. If the VC is a Local VC, NewSouth will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to NewSouth for the PVC segment.

- 6.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No, 1.
- 6.9.4 If NewSouth requests a change, BellSouth will invoice and NewSouth will pay a Feature Change charge for each affected PVC segment.
- 6.9.4.1 If BellSouth requests a change to a Local VC, NewSouth will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 6.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 6.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No, 1.
- 6.10 NewSouth will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 6.5.3 above.
- 6.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.
- 6.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 6 within the one hundred eighty-day period, they will submit this matter to the appropriate State commission(s) for resolution.

7. **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in General Terms of this Agreement.

BELLSOUTHNEWSOUTH RATES
LOCAL INTERCONNECTION

DESCRIPTION		RATES BY STATE										
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) - FOR TRANSIT TRAFFIC		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN	
End Office Switching, per mou		N/A	\$0.0018	NA	\$0.0016333	\$0.002562	\$0.00210	\$0.0023771	\$0.0015	\$0.0019295	\$0.0019	
Direct Local Interconnection, per mou (same as End Office Switching in FL)			NA	\$0.002	NA	NA	NA	NA	NA	NA	NA	
Tandem Switching, per mou		N/A	\$0.00063	\$0.00029	\$0.0006757	\$0.001096	\$0.0008	\$0.0007834	\$0.0006	\$0.0006843	\$0.000676	
Tandem Local Interconnection, per mou (includes end office switching element)			NA	\$0.00325	NA	NA	NA	NA	NA	NA	NA	
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99		N/A	NA	\$0.00125	NA	NA	NA	NA	NA	NA	NA	
Local Intermediary, per mou (applies to transit traffic only)		N/A	NA	\$0.00125	NA	NA	NA	NA	NA	NA	NA	
Tandem Intermediary Charge, per mou*		N/A	\$0.0015	NA	NA	\$0.001096	NA	NA	NA	NA	NA	
* (This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.)												
TRUNK CHARGE - For trunks not subject to bill and keep												
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 DSO												
NRC - 1st	TPP++		\$333.69	\$136.43	\$333.28	\$334.09	\$334.84	\$334.11	\$333.54	\$335.14	\$334.29	
NRC - Addl	TPP++		\$56.91	\$37.38	\$56.84	\$57.12	\$56.98	\$56.98	\$56.88	\$57.16	\$57.01	
INTEROFFICE TRANSPORT - For transport not subject to bill and keep												
Common (Shared) Transport												
Common (Shared) Transport per mile per mou	N/A		\$0.00001	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083	\$0.0000091	\$0.00001	\$0.0000121	\$0.00004	
Common (Shared) Transport Facilities Termination per mou	N/A		\$0.00045	\$0.0005	\$0.0004152	\$0.000426	\$0.00047	\$0.0004281	\$0.00034	\$0.0004672	\$0.00036	
Interoffice Channel Transport - Dedicated - VG												
Interoffice Transport - Dedicated - 2-wire VG												
2-Wire VG - per mile per month	1L5XF		\$0.0339	\$0.0098	\$0.0222	NA	\$0.0384	NA	\$0.0282	\$0.0373	\$0.0173	
2-Wire VG - Facility Termination per month	1L5XF		\$18.49	\$28.52	\$17.07	NA	\$19.10	NA	\$18.01	\$21.42	\$18.33	
NRC - 2-wire VG - Facility Termination - 1st	1L5XF		\$107.11	\$81.09	\$79.61	NA	\$78.20	NA	\$137.48	\$136.44	\$55.39	
NRC - 2-wire VG - Facility Termination - Addl	1L5XF		\$48.27	\$54.83	\$38.08	NA	\$34.54	NA	\$52.58	\$51.37	\$17.37	
NRC - 2-wire VG - Facility Termination - Disconnect Charge - 1st	1L5XF		\$37.16	\$31.01	NA	NA	\$28.03	NA	NA	NA	\$27.96	
NRC - 2-wire VG - Facility Termination - Disconnect Charge - Addl	1L5XF		\$5.88	\$12.78	NA	NA	\$5.37	NA	NA	NA	\$3.51	
NRC - Manual Svc Order, per LSR	SOMAN		NA	\$21.56	NA	NA	NA	NA	NA	NA	\$19.99	
NRC - Manual Svc Order, per LSR disconnect	SOMAN		NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMECC		\$3.50	\$2.75	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMECC		NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	
NRC - 2-wire VG - Incremental Charge - Manual Svc Order - 1st	SOMAN		\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA	
NRC - 2-wire VG - Incremental Charge - Manual Svc Order - Addl	SOMAN		\$27.57	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA	
NRC - 2-wire VG - Incremental Charge - Manual Svc Order - Disconnect - 1st	SOMAN		\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA	
NRC - 2-wire VG - Incremental Charge - Manual Svc Order - Disconnect - Addl	SOMAN		\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA	
Interoffice Transport - Dedicated - 2 Wire VG - Kentucky & Mississippi												
2-Wire VG - per mile per month	1LSNF		NA	NA	NA	\$0.0301	NA	\$0.0323	NA	NA	NA	
2-Wire VG - Facility Termination per month	1LSNF		NA	NA	NA	\$27.66	NA	\$21.33	NA	NA	NA	
NRC - 2-wire VG - Facility Termination - 1st	1LSNF		NA	NA	NA	\$142.31	NA	\$106.72	NA	NA	NA	
NRC - 2-wire VG - Facility Termination - Addl	1LSNF		NA	NA	NA	\$56.21	NA	\$48.83	NA	NA	NA	
NRC - 2-wire VG - Facility Termination - Disconnect Charge - 1st	1LSNF		NA	NA	NA	NA	NA	\$38.05	NA	NA	NA	

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BELLSOUTHNEWSOUTH RATES
LOCAL INTERCONNECTION

DESCRIPTION	RATES BY STATE										
	AL	FL	GA	KY	LA	MS	NC	SC	TN		
NRC - 2-wire VG - Facility Termination - Disconnect Charge - Add'l	NA	NA	NA	NA	NA	\$7.23	NA	NA	NA		
NRC - Manual Svc Order, per LSR	NA	NA	NA	NA	NA	NA	NA	NA	NA		
NRC - Manual Svc Order, per LSR disconnect	NA	NA	NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic Svc Order, per LSR	NA	NA	NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic Svc Order, per LSR disconnect	NA	NA	NA	NA	NA	\$3.50	NA	NA	NA		
NRC - 2-wire VG - Incremental Charge-Manual Svc Order - 1st	NA	NA	NA	NA	NA	NA	NA	NA	NA		
NRC - 2-wire VG - Incremental Charge-Manual Svc Order - Add'l	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA		
NRC - 2-wire VG - Incremental Charge-Manual Svc Order-Disconnect-1st	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA		
NRC - 2-wire VG - Incremental Charge-Manual Svc Order-Disconnect-Add'l	NA	NA	NA	NA	NA	\$11.34	NA	NA	NA		
Interoffice Transport - Dedicated - DSO - 56/64 KBPS											
DSO - per mile per month											
DSO - Facility Termination per month	\$0.0339	\$0.0098	\$0.0222	NA	\$0.0384	NA	\$0.0282	\$0.0373			
NRC - DSO - Facility Termination - 1st	\$17.81	\$19.31	\$16.45	NA	\$18.37	NA	\$17.40	\$20.71	\$0.1730		
NRC - DSO - Facility Termination - Add'l	\$107.11	\$81.11	\$79.61	NA	\$76.20	NA	\$137.48	\$136.44	\$17.74		
NRC - DSO - Facility Termination - Disconnect Charge - 1st	\$48.27	\$54.83	\$36.08	NA	\$34.54	NA	\$52.58	\$51.37	\$55.39		
NRC - DSO - Facility Termination - Disconnect Charge - Add'l	\$37.16	\$31.01	NA	NA	\$28.03	NA	NA	NA	\$17.37		
NRC - Manual Svc Order, per LSR	\$5.88	\$12.78	NA	NA	\$5.37	NA	NA	NA	\$27.96		
NRC - Manual Svc Order, per LSR disconnect	NA	\$21.56	NA	NA	NA	NA	NA	NA	\$3.51		
NRC - Electronic Svc Order, per LSR	NA	\$3.84	NA	NA	NA	NA	NA	NA	\$19.99		
NRC - Electronic Svc Order, per LSR disconnect	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	NA	NA		
NRC - DSO - Incremental Charge-Manual Svc Order - 1st	NA	\$0.42	NA	NA	NA	NA	NA	NA	\$3.50		
NRC - DSO - Incremental Charge-Manual Svc Order - Add'l	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA		
NRC - DSO - Incremental Charge-Manual Svc Order-Disconnect-1st	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA		
NRC - DSO - Incremental Charge-Manual Svc Order-Disconnect-Add'l	\$12.87	NA	NA	NA	\$8.08	NA	NA	NA	NA		
	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA		
Interoffice Transport - Dedicated - DSO - 56/64 KBPS - Kentucky & Mississippi											
DSO - per mile per month											
DSO - Facility Termination per month	NA	NA	NA	\$0.0301	NA	\$0.0323	NA	NA	NA		
NRC - DSO - Facility Termination - 1st	NA	NA	NA	\$26.95	NA	\$20.64	NA	NA	NA		
NRC - DSO - Facility Termination - Add'l	NA	NA	NA	\$142.31	NA	\$106.72	NA	NA	NA		
NRC - DSO - Facility Termination - Disconnect Charge - 1st	NA	NA	NA	\$56.21	NA	\$48.83	NA	NA	NA		
NRC - DSO - Facility Termination - Disconnect Charge - Add'l	NA	NA	NA	NA	NA	\$38.05	NA	NA	NA		
NRC - Manual Svc Order, per LSR	NA	NA	NA	NA	NA	\$7.23	NA	NA	NA		
NRC - Manual Svc Order, per LSR disconnect	NA	NA	NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic Svc Order, per LSR	NA	NA	NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic Svc Order, per LSR disconnect	NA	NA	NA	NA	NA	\$3.50	NA	NA	NA		
NRC - DSO - Incremental Charge-Manual Svc Order - 1st	NA	NA	NA	NA	NA	NA	NA	NA	NA		
NRC - DSO - Incremental Charge-Manual Svc Order - Add'l	NA	NA	NA	\$37.21	NA	\$25.52	NA	NA	NA		
NRC - DSO - Incremental Charge-Manual Svc Order-Disconnect-1st	NA	NA	NA	\$37.21	NA	\$25.52	NA	NA	NA		
NRC - DSO - Incremental Charge-Manual Svc Order-Disconnect-Add'l	NA	NA	NA	NA	NA	\$11.31	NA	NA	NA		
Interoffice Transport - Dedicated - DS1											
DS1 - per mile per month											
DS1 - Facility Termination per month	\$0.6920	\$0.6013	\$0.4523	NA	\$0.7631	NA	\$0.5753	\$0.7598	\$0.3525		
NRC - DS1-Facility Termination - 1st	\$79.69	\$99.79	\$78.47	NA	\$93.40	NA	\$71.29	\$94.98	\$75.83		
	\$198.15	\$45.91	\$147.07	NA	\$140.49	NA	\$217.17	\$216.27	\$145.98		

BELLSOUTHNEWSOUTH RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
NRC - DS1 - Facility Termination - Add'l	1L5XL	\$148.18	\$44.18	\$111.75	NA	\$106.69	NA	\$163.75	\$162.70	\$109.85	
NRC - DS1 - Facility Termination - Disconnected Charge - 1st	1L5XL	\$25.44	\$30.30	NA	NA	\$20.00	NA	NA	NA	\$19.55	
NRC - DS1 - Facility Termination - Disconnected Charge - Add'l	1L5XL	\$20.42	\$26.76	NA	NA	\$16.34	NA	NA	NA	\$14.99	
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA	\$19.99	
NRC - Manual Svc Order, per LSR disconnected	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50	
NRC - Electronic Svc Order, per LSR disconnected	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	
NRC - DS1 - Incremental Charge - Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA	
NRC - DS1 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA	
NRC - DS1 - Incremental Charge - Manual Svc Order - Disconnect - 1st	SOMAN	\$12.87	NA	NA	NA	\$8.06	NA	NA	NA	NA	
NRC - DS1 - Incremental Charge - Manual Svc Order - Disconnect - Add'l	SOMAN	\$12.87	NA	NA	NA	\$8.06	NA	NA	NA	NA	
Interoffice Transport - Dedicated - DS1 - Kentucky & Mississippi											
DS1 - per mile per month	1L5NL	NA	NA	NA	\$0.4500	NA	\$0.6598	NA	NA	NA	
DS1 - Facility Termination per month	1L5NL	NA	NA	NA	\$55.05	NA	\$74.40	NA	NA	NA	
NRC - DS1 - Facility Termination - 1st	1L5NL	NA	NA	NA	\$298.18	NA	\$186.28	NA	NA	NA	
NRC - DS1 - Facility Termination - Add'l	1L5NL	NA	NA	NA	\$231.23	NA	\$147.31	NA	NA	NA	
NRC - DS1 - Facility Termination - Disconnected Charge - 1st	1L5NL	NA	NA	NA	NA	NA	\$26.56	NA	NA	NA	
NRC - DS1 - Facility Termination - Disconnected Charge - Add'l	1L5NL	NA	NA	NA	NA	NA	\$21.61	NA	NA	NA	
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA	
NRC - Manual Svc Order, per LSR disconnected	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA	
NRC - Electronic Svc Order, per LSR disconnected	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - DS1 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - DS1 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - DS1 - Incremental Charge - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA	
NRC - DS1 - Incremental Charge - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA	
NRC - DS1 - Incremental Charge - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	\$11.31	NA	NA	NA	
NRC - DS1 - Incremental Charge - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.34	NA	NA	NA	
Interoffice Transport - Dedicated - DS3											
DS3 - per mile per month	1L5XM	\$4.98	\$4.17	\$2.72	NA	\$14.04	NA	\$12.98	\$8.13	\$5.89	
DS3 - Facility Termination per month	1L5XM	\$988.15	\$1,121.83	\$788.00	NA	\$1,101	NA	\$720.36	\$987.70	\$760.20	
NRC - DS3 - Facility Termination - 1st	1L5XM	\$511.77	\$557.69	\$511.10	NA	\$811.41	NA	\$794.94	\$808.72	\$625.81	
NRC - DS3 - Facility Termination - Add'l	1L5XM	\$330.92	\$325.61	\$330.77	NA	\$304.90	NA	\$579.55	\$423.45	\$311.38	
NRC - DS3 - Facility Termination - Disconnected Charge - 1st	1L5XM	\$121.72	\$111.56	\$122.31	NA	\$102.18	NA	NA	NA	\$103.38	
NRC - DS3 - Facility Termination - Disconnected Charge - Add'l	1L5XM	\$118.54	\$108.34	\$119.14	NA	\$99.46	NA	NA	NA	\$100.59	
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA	\$19.99	
NRC - Manual Svc Order, per LSR disconnected	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50	
NRC - Electronic Svc Order, per LSR disconnected	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	
NRC - DS3 - Incremental Charge - Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	NA	\$91.28	\$54.26	NA	
NRC - DS3 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	NA	\$91.28	\$54.26	NA	
NRC - DS3 - Incremental Charge - Manual Svc Order - Disconnect - 1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.84	NA	NA	NA	NA	
NRC - DS3 - Incremental Charge - Manual Svc Order - Disconnect - Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.84	NA	NA	NA	NA	
Interoffice Transport - Dedicated - DS3 - Kentucky & Mississippi											
DS3 - per mile per month	1L5NM	NA	NA	NA	\$12.62	NA	\$15.02	NA	NA	NA	
DS3 - Facility Termination per month	1L5NM	NA	NA	NA	\$1,204	NA	\$744.38	NA	NA	NA	

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BELLSOUTHNEWSOUTH RATES
LOCAL INTERCONNECTION

DESCRIPTION		USOC	RATES BY STATE									
			AL	FL	GA	KY	LA	MS	NC	SC	TN	
	NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99	
	NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
	NRC - Electronic Svc Order, per LSR	SOMEK	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
	NRC - DS1 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$61.95	NA	\$44.22	\$87.71	\$42.34	\$59.58	\$86.15	\$87.99	NA	
	NRC - DS1 - Incremental Charge-Manual Svc Order - Addtl	SOMAN	\$0.00	NA	NA	NA	NA	NA	\$1.77	\$3.11	NA	
Local Channel - Dedicated - DS3												
	DS3 - Facility Termination per month	TEFHJ	\$541.78	\$570.06	\$550.01	\$697.89	\$606.07	\$533.33	\$498.87	\$498.58	\$633.15	
	NRC - DS3 - Facility Termination - 1st	TEFHJ	\$640.54	\$903.37	\$639.50	\$1,091.00	\$594.71	\$526.67	\$562.25	\$735.42	\$726.16	
	NRC - DS3 - Facility Termination - Addtl	TEFHJ	\$426.28	\$528.05	\$428.40	\$661.23	\$396.54	\$493.71	\$527.88	\$519.31	\$411.64	
	NRC - DS3 - Facility Termination - Disconnect - 1st	TEFHJ	\$121.72	\$221.46	\$122.31	NA	\$113.75	\$42.41	NA	NA	\$103.36	
	NRC - DS3 - Facility Termination - Disconnect - Addtl	TEFHJ	\$118.54	\$154.90	\$119.14	NA	\$110.80	\$40.87	NA	NA	\$100.59	
	NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99	
	NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
	NRC - Electronic Svc Order, per LSR	SOMEK	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
	NRC - DS3 - Incremental Charge-Manual Svc Order - 1st	SOMEK	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	
	NRC - DS3 - Incremental Charge-Manual Svc Order - Addtl	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$31.49	\$56.25	\$54.26	NA	
	NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect -1st	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$31.49	\$56.25	\$54.26	NA	
	NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect -Addtl	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$25.35	NA	NA	NA	
		SOMAN	\$18.03	NA	\$18.03	NA	\$20.94	\$25.35	NA	NA	NA	
CHANNELIZATION												
	DS3 Channelization (DS3 to DS1)											
	per Channelized System (28 DS1) per month											
	NRC - 1st	SATCS	\$188.51	\$220.97	\$188.78	NA	\$182.64	NA	\$243.76	\$234.30	\$185.94	
	NRC - Addtl	SATCS	\$71.76	\$358.40	\$72.50	NA	\$60.98	NA	\$77.90	NA	\$61.09	
	NRC -1st - Disconnect	SATCS	\$52.03	\$188.00	\$59.96	NA	\$50.46	NA	\$63.32	NA	\$50.31	
	NRC -Addtl - Disconnect	SATCS	\$17.22	\$61.64	\$11.02	NA	\$7.55	NA	\$4.61	\$11.99	\$3.91	
	per Interface per month (COCI)	SATCS	\$12.05	\$58.98	\$12.02	NA	\$12.29	NA	\$15.76	\$12.05	\$12.61	
	NRC - 1st	SATCO	\$8.69	\$14.40	\$8.66	NA	\$8.80	NA	\$11.28	\$8.68	\$9.03	
	NRC - Addtl	SATCO	NA	\$13.16	NA	NA	NA	NA	NA	NA	\$19.99	
	NRC - Manual Svc Order, per LSR	SOMEK	\$3.50	\$9.43	NA	NA	NA	NA	NA	NA	NA	
	NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$21.56	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50	
	NRC - Electronic Svc Order, per LSR	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
	NRC - Electronic Svc Order, per LSR disconnect	SOMAN	\$15.61	NA	\$14.91	NA	\$19.74	NA	\$28.13	\$25.59	\$21.71	
	Channel System - Incremental Cost - Manual Svc Order vs. Electronic -1st	SOMAN	\$7.39	NA	\$6.63	NA	\$8.77	NA	\$13.33	\$8.92	\$10.46	
	Channel System - Incremental Cost - Manual Svc Order vs. Electronic -Addtl	SOMAN	\$11.67	NA	\$10.62	NA	\$12.43	NA	\$18.26	\$14.21	\$14.21	
		SOMAN	\$0.9469	NA	NA	NA	NA	NA	\$1.48	NA	\$1.46	
DS3 Channelization (DS3 to DS1) - Kentucky & Mississippi												
	per Channelized System (28 DS1) per month											
	NRC - 1st	SATNS	NA	NA	NA	\$236.32	NA	\$247.40	NA	NA	NA	
	NRC - Addtl	SATNS	NA	NA	NA	\$425.41	NA	\$79.94	NA	NA	NA	
	NRC -1st - Disconnect	SATNS	NA	NA	NA	\$303.33	NA	\$65.20	NA	NA	NA	
	NRC -Addtl - Disconnect	SATNS	NA	NA	NA	NA	NA	\$5.58	NA	NA	NA	
	per Interface per month (COCI)	SATNS	NA	NA	NA	NA	NA	\$15.85	NA	NA	NA	
		SATCO	NA	NA	NA	\$8.52	NA	\$11.35	NA	NA	NA	

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**BELLSOUTHNEWSOUTH RATES
LOCAL INTERCONNECTION**

Attachment 3
Exhibit A
Rates - Page 6

DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
NRC - 1st	SATCO	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA	
NRC - Add'l	SATCO	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$3.50	NA	NA	NA	NA	NA	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	\$3.50	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	\$26.95	NA	NA	NA	
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st	SOMAN	NA	NA	NA	NA	NA	\$11.98	NA	NA	NA	
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - Add'l	SOMAN	NA	NA	NA	\$41.47	NA	\$16.97	NA	NA	NA	
DS1 Channelization (DS1 to DS0)											
per Channelized System (24 DS0) per month											
NRC - 1st	SATC1	\$136.82	\$153.60	\$126.22	NA	\$209.87	NA	\$177.72	\$147.51	\$165.21	
NRC - Add'l	SATC1	\$197.98	\$182.14	\$198.22	NA	\$193.63	NA	\$267.19	\$220.89	\$197.21	
NRC - 1st - Disconnect	SATC1	\$123.12	\$125.18	\$123.59	NA	\$118.37	NA	\$161.43	\$137.15	\$119.99	
NRC - Add'l - Disconnect	SATC1	\$30.18	\$19.52	\$31.03	NA	\$26.44	NA	\$34.55	NA	\$25.66	
- Interface (COCI)		\$18.86	\$18.14	\$19.75	NA	\$16.83	NA	\$21.14	NA	\$15.81	
per OCUP-DP(data) card per month (2.4-64kbs)											
NRC - 1st	SATSA	\$1.66	\$2.20	\$1.86	NA	\$3.12	NA	\$2.88	\$2.34	\$2.46	
NRC - Add'l	SATSA	\$12.05	\$13.16	\$12.02	NA	\$12.29	NA	\$15.76	\$12.05	\$12.61	
per BRITE card per month		\$8.69	\$9.43	\$8.66	NA	\$8.80	NA	\$11.28	\$8.68	\$9.03	
NRC - 1st	SATSA	\$3.41	\$3.83	\$3.71	NA	\$4.18	NA	\$3.76	\$4.21	\$3.30	
NRC - Add'l	SATSA	\$12.05	\$13.16	\$12.02	NA	\$12.29	NA	\$15.76	\$12.05	\$12.61	
per VG card per month (DS0)		\$8.69	\$9.43	\$8.66	NA	\$8.80	NA	\$11.28	\$8.68	\$9.03	
NRC - 1st	SATSA	\$0.86	\$1.45	\$1.17	NA	\$1.62	NA	\$1.84	\$1.47	\$1.25	
NRC - Add'l	SATSA	\$12.05	\$13.16	\$12.02	NA	\$12.29	NA	\$15.76	\$12.05	\$12.61	
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	NA	\$8.80	NA	\$11.28	\$8.68	\$9.03	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	\$19.99	
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	\$3.50	
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st	SOMAN	\$15.61	NA	\$14.75	NA	\$18.74	NA	\$28.13	\$25.59	\$25.66	
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - Add'l	SOMAN	\$7.39	NA	\$6.55	NA	\$8.77	NA	\$13.33	\$8.82	\$15.81	
Incremental Cost-Manual Svc. Order vs. Elect - Disconnect - 1st	SOMAN	\$11.67	NA	\$10.70	NA	\$12.43	NA	\$18.26	NA	\$14.21	
Incremental Cost-Manual Svc. Order vs. Elect - Disconnect - Add'l	SOMAN	\$0.9469	NA	\$0.00	NA	NA	NA	\$1.48	NA	\$1.46	
DS1 Channelization (DS1 to DS0) - Kentucky & Mississippi											
per Channelized System (24 DS0) per month											
NRC - 1st	SASTN1	NA	NA	NA	\$200.01	NA	\$146.87	NA	NA	NA	
NRC - Add'l	SASTN1	NA	NA	NA	\$302.82	NA	\$271.52	NA	NA	NA	
NRC - 1st - Disconnect	SASTN1	NA	NA	NA	\$184.20	NA	\$164.56	NA	NA	NA	
NRC - Add'l - Disconnect	SASTN1	NA	NA	NA	NA	NA	\$36.38	NA	NA	NA	
- Interface (COCI)		NA	NA	NA	NA	NA	\$11.98	NA	NA	NA	
per OCUP-DP(data) card per month (2.4-64kbs)											
NRC - 1st	SATSA	NA	NA	NA	\$2.94	NA	\$2.86	NA	NA	NA	
NRC - Add'l	SATSA	NA	NA	NA	\$15.86	NA	\$15.85	NA	NA	NA	
per BRITE card per month		NA	NA	NA	\$11.36	NA	\$11.35	NA	NA	NA	
NRC - 1st	SATSA	NA	NA	NA	\$4.04	NA	\$3.88	NA	NA	NA	
NRC - Add'l	SATSA	NA	NA	NA	\$15.86	NA	\$15.85	NA	NA	NA	
per VG card per month (DS0)		NA	NA	NA	\$11.36	NA	\$11.35	NA	NA	NA	
NRC - 1st	SATSA	NA	NA	NA	\$1.40	NA	\$1.45	NA	NA	NA	
NRC - Add'l	SATSA	NA	NA	NA	\$15.86	NA	\$15.85	NA	NA	NA	
NRC - Add'l	SATSA	NA	NA	NA	\$11.36	NA	\$11.35	NA	NA	NA	

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BELLSOUTHNEWSOUTH RATES
LOCAL INTERCONNECTION

DESCRIPTION		RATES BY STATE									
		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA
	NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	\$3.50	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	\$3.50	NA	NA	NA
	Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st	SOMAN	NA	NA	NA	\$41.47	NA	NA	NA	NA	NA
	Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - Addtl	SOMAN	NA	NA	NA	\$11.99	NA	\$19.74	NA	NA	NA
	Incremental Cost-Manual Svc. Order vs. Elect - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	\$8.77	NA	NA	NA
	Incremental Cost-Manual Svc. Order vs. Elect - Disconnect - Addtl	SOMAN	NA	NA	NA	NA	NA	\$12.43	NA	NA	NA
	Local Interconnection Mid-Span Meet										
	Local Channel - Dedicated - DS1										
	DS1 Monthly Recurring per month	TEFHG	\$14.84	\$17.27	\$15.95	\$17.19	\$19.93	\$16.48	\$16.58	\$15.87	\$17.90
	NRC - DS1 - 1st	TEFHG	\$546.69	\$553.19	\$545.80	\$547.18	\$548.70	\$548.77	\$546.22	\$548.72	\$547.48
	NRC - DS1 - Disconnect Chg - 1st	TEFHG	\$471.81	\$477.22	\$470.84	\$472.01	\$473.34	\$471.68	\$471.20	\$473.36	\$472.29
	NRC - DS1 - Disconnect Chg - Addtl	TEFHG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	NRC - DS1 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$89.52	\$90.0705	\$88.87	\$89.09	\$89.34	\$89.03	\$88.94	\$89.34	\$89.14
	NRC - DS1 - Incremental Charge-Manual Svc Order - Addtl	SOMAN	\$89.52	\$90.0705	\$88.8666	\$89.0879	\$89.3388	\$89.0255	\$88.94	\$89.34	\$89.14
	NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect	SOMAN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Local Channel - Dedicated - DS3										
	DS3 - Facility Termination per month	TEFHJ	\$214.60	\$245.65	\$231.81	\$275.82	\$287.11	\$218.84	\$232.80	\$222.56	\$285.50
	NRC - DS3 - Facility Termination - 1st	TEFHJ	\$1,066.46	\$1,079.15	\$1,064.72	\$1,067.37	\$1,070.38	\$1,066.63	\$1,065.55	\$1,070.42	\$1,068.00
	NRC - DS3 - Facility Termination - Addtl	TEFHJ	\$670.88	\$78.85.98	\$669.79	\$671.45	\$673.34	\$670.98	\$670.31	\$673.37	\$671.85
	NRC - DS1 - Disconnect Chg - 1st	TEFHJ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	NRC - DS1 - Disconnect Chg - Addtl	TEFHJ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	NRC - DS3 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$94.49	\$95.61	\$94.34	\$94.57	\$94.84	\$94.50	\$94.41	\$94.94	\$94.63
	NRC - DS3 - Incremental Charge-Manual Svc Order - Addtl	SOMAN	\$94.49	\$95.61	\$94.34	\$94.57	\$94.84	\$94.50	\$94.41	\$94.94	\$94.63
	NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect	SOMAN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	NOTES:										
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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 NewSouth is occupying the Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.
 - 1.2 Right to occupy. BellSouth shall offer to NewSouth collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, BellSouth hereby grants to NewSouth a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by NewSouth and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers, as well as all buildings or similar structures owned or leased by BellSouth that house BellSouth Network Facilities and all structures that house facilities on public rights-of-way, including but not limited to, vaults containing loop concentrators and other similar structures. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Premises other than BellSouth Central Offices, the Parties will negotiate said rates, terms, and conditions at the request for collocation at BellSouth Premises other than a Central Office. Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises. The size specified by NewSouth may contemplate a request for space sufficient to accommodate NewSouth's growth within a two year period.
 - 1.2.1 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unused space in the Central Office Premises. NewSouth will be responsible for any justification of unused space within its space, if such justification is required by the appropriate state commission.
 - 1.3 Use of Space. NewSouth shall use the Collocation Space for the purposes of installing, maintaining and operating NewSouth's equipment (to include testing and monitoring equipment) necessary to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, NewSouth may at its option, place NewSouth-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, NewSouth may connect to other interconnectors within the designated BellSouth Premises by purchasing BellSouth's Special Access Services from BellSouth's FCC

or State Access Services Tariffs. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.4 Rates and charges. NewSouth agrees to pay the rates and charges identified in Exhibit A attached hereto.

1.5 Service Coordination. The Parties shall coordinate, where necessary, to ensure that the Collocation Space is provisioned in accordance with the specifications submitted by NewSouth in its Application, as affirmed by the Bona Fide Firm Order or as jointly amended thereafter. BellSouth will continue to provide the necessary infrastructure to support NewSouth's request(s) during NewSouth's occupancy of the Collocation Space.

2. **Space Notification**

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit NewSouth to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.

2.1.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify NewSouth of the amount of space that is available.

2.1.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify NewSouth of the amount of space that is available.

2.1.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify NewSouth of the amount of space that is available.

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. If the amount of space requested is not available, BellSouth will notify NewSouth of the amount of space that is available.

- 2.2 Reporting. Upon request from NewSouth, 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 NewSouth 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 (in Mississippi, 10 business days) of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar (in Mississippi, 10 business days) 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 (in Mississippi, 10 business days) response time, BellSouth shall notify in writing NewSouth and inform NewSouth of the time frame under which it can respond.
- 2.3 Denial of Application. After notifying NewSouth that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow NewSouth, upon request, to tour the entire Premises within ten (10) calendar days (in Mississippi, 10 business days) of such Denial of Application. In order to schedule said tour within ten (10) calendar days (in Mississippi, 10 business days), the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6).
- 2.5 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. NewSouth must submit an updated, complete, and correct application to BellSouth within 30 business days or notify BellSouth in writing that NewSouth 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 NewSouth 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 NewSouth from the waiting list. Upon request, BellSouth will advise NewSouth 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) calendar 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) calendar 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 date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.
- 2.7 State Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof.
3. **Collocation Options**
- 3.1 Cageless. In accordance and compliance with local building code, BellSouth shall allow NewSouth to collocate NewSouth'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 NewSouth to have direct access to its equipment and facilities 24 hours/day, 7days/week, but may require NewSouth to use a central entrance to the BellSouth Premises. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where NewSouth's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, NewSouth must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be

responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following.

- 3.2 Cages and Adjacent Arrangement Enclosures. At NewSouth's option and upon request, BellSouth shall construct enclosures in compliance with NewSouth's collocation request and in accordance and compliance with local building code. At NewSouth's request, BellSouth shall permit NewSouth 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. When NewSouth elects to have BellSouth construct an enclosure, space enclosure charges will apply as set forth in Exhibit A to this Attachment. The space enclosure charges set forth in Exhibit A to this Attachment will not apply in cases where NewSouth elects to use a BellSouth Certified Contractor to construct an enclosure.
- 3.2.1 When NewSouth subcontracts the construction, NewSouth must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's reasonable and nondiscriminatory guidelines and specifications and at NewSouth'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, NewSouth and NewSouth's BellSouth Certified Contractor must comply with local building code requirements. NewSouth'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 NewSouth and provide, at NewSouth's expense, the documentation, including architectural drawings, necessary for NewSouth to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to NewSouth its reasonable costs of providing the documentation. The BellSouth Certified Contractor shall bill NewSouth directly for all work performed for NewSouth pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. NewSouth 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 NewSouth's locked enclosure prior to notifying NewSouth.
- 3.2.2 BellSouth has the right to review NewSouth's plans and specifications prior to allowing construction to start. BellSouth shall complete its review within 15 calendar days. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's reasonable and nondiscriminatory guidelines and specifications and to require NewSouth to remove or correct at NewSouth's cost any structure that does not meet these standards.
- 3.2 Shared (Subleased) Caged Collocation. NewSouth may allow other telecommunications carriers to share NewSouth's caged collocation arrangement pursuant to terms and conditions agreed to by NewSouth ("Host") and other telecommunications carriers ("Guests") and pursuant to this section in accordance and

compliance with local building code, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. NewSouth shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution.

Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by NewSouth 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 NewSouth.

- 3.2.1 NewSouth shall be the sole interface and responsible Party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this application is not the initial application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements and BellSouth will bill the Guest directly for such services.
- 3.2.2 NewSouth 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 NewSouth's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.2.3 In making shared caged arrangements available, whether or not NewSouth serves as Host, BellSouth may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a shared arrangement of similar dimensions and material to a single collocating party.
- 3.2.4 BellSouth will not place unreasonable restrictions on NewSouth's use of a cage, and as such will allow NewSouth to contract with other CLECs to share the cage in a sublease-type arrangement. If two (2) or more CLECs who have interconnection agreements with BellSouth utilize a shared collocation cage, BellSouth will permit each CLEC to order UNEs to and provision service from that shared collocation space, regardless of which CLEC was the original Collocator.
- 3.3 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by NewSouth and in

conformance with BellSouth's reasonable and nondiscriminatory design and construction specifications. Further, NewSouth shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Reasonable and nondiscriminatory rates shall be negotiated at the time of the request for the Adjacent Arrangement.

- 3.4.1 Should NewSouth elect such option, NewSouth must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's reasonable and nondiscriminatory 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, NewSouth and NewSouth's BellSouth Certified Contractor must comply with local building code requirements. NewSouth's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. NewSouth's BellSouth Certified Contractor shall bill NewSouth directly for all work performed for NewSouth pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. NewSouth 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 NewSouth's locked enclosure prior to notifying NewSouth. BellSouth will notify NewSouth by telephone of such access within a reasonable time.
- 3.4.2 BellSouth maintains the right to review NewSouth's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth shall complete such review within 15 business days. BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's reasonable and nondiscriminatory guidelines and specifications. BellSouth may require NewSouth, at NewSouth's sole cost, to correct any deviations from BellSouth's reasonable and nondiscriminatory guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection for deviations that may cause harm to personnel or property and within a reasonable period of time for other deviations, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 NewSouth shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At NewSouth'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. NewSouth's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

- 3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.

4. Occupancy

- 4.1 Commencement Date. The "Commencement Date" shall be the day NewSouth's equipment becomes operational as described in Article 4.2, following.
- 4.2 Occupancy. BellSouth will notify NewSouth in writing that the Collocation Space is ready for occupancy. NewSouth must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, for good cause and on a reasonable and nondiscriminatory basis, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, NewSouth's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.3 Termination. Except where otherwise agreed to by the Parties, NewSouth may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, NewSouth at its expense shall remove its equipment and other property from the Collocation Space. NewSouth shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of NewSouth's Guests; provided, however, that NewSouth shall continue payment of monthly fees to BellSouth until such date as NewSouth has fully vacated the Collocation Space. Should NewSouth or NewSouth'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 NewSouth or NewSouth's Guest at NewSouth's expense and with no liability for damage or injury to NewSouth or NewSouth's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy, NewSouth shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by the NewSouth except for ordinary wear and tear unless otherwise agreed to by the Parties. NewSouth shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type. In accordance with applicable FCC and State Commission rules and orders, 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. Such equipment used or useful for

interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services.

- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. BellSouth may not impose safety requirements on NewSouth's equipment that are more stringent than the safety requirements it imposes on its own equipment. BellSouth may not object to the collocation of NewSouth's equipment on the ground that the equipment fails to comply with NEBS performance standards. If BellSouth denies collocation of a competitor's equipment, citing safety standards, BellSouth must provide to NewSouth within five (5) business days of the denial a list of all equipment that BellSouth locates with the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends NewSouth's equipment fails to meet. In the event that BellSouth believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements or determines that NewSouth's equipment does not meet NEBS Level 1 safety requirements, NewSouth will be given ten (10) calendar days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, BellSouth or NewSouth may file a complaint at the Commission seeking a formal resolution of the dispute.
- 5.1.2 NewSouth 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.
- 5.1.3 NewSouth shall place a plaque or other identification affixed to NewSouth's equipment necessary to identify NewSouth's equipment, including a list of emergency contacts with telephone numbers.
- 5.1.4 Upon request, NewSouth will certify in writing to BellSouth that the equipment is necessary for interconnection or access to unbundled network elements. In the event that the Parties have a dispute about the type of equipment to be collocated, BellSouth may, within thirty (30) calendar days from the receipt of the written certification, file a complaint with the Commission seeking a formal determination that the equipment cannot be collocated in a BellSouth Premises. While the dispute is pending, BellSouth will not prevent or unreasonably delay installation of the disputed equipment in the Collocation space; however, NewSouth will not activate the

equipment during the pendency of the dispute. NewSouth will be responsible for all costs incurred as a result of the installation should removal or modification of the equipment be required by the Commission's ruling.

- 5.2 Entrance Facilities. NewSouth may elect to place NewSouth-owned or NewSouth-leased fiber entrance facilities into the Collocation Space. BellSouth will provide an interconnection point or points, physically accessible by both BellSouth and NewSouth, at which the fiber optic cable carrying NewSouth's circuits can enter BellSouth's premises, provided that BellSouth shall designate interconnection points as close as possible to its premises. NewSouth will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. NewSouth 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 NewSouth's equipment in the Collocation Space. In the event NewSouth utilizes a non-metallic, riser-type entrance facility, a splice will not be required. NewSouth must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. NewSouth is responsible for maintenance of the entrance facilities. At NewSouth's option, BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. BellSouth will permit interconnection of copper or coaxial cable if such interconnection is first approved by the Commission.
- 5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide NewSouth with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to NewSouth's arrangement. The location of the serving manhole(s) will be determined at the reasonable and nondiscriminatory discretion of BellSouth. 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 application solely for the reason that dual entrance facilities are not available.
- 5.2.2 Shared Use. NewSouth may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another NewSouth collocation arrangement within the same BellSouth Premises. NewSouth must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to NewSouth-provided riser cable.
- 5.3 Splicing in the Entrance Manhole. Although not generally permitted, should NewSouth request a splice to occur in the entrance manhole(s), BellSouth, at its reasonable and nondiscriminatory discretion, may grant such a request. When the request for a splice is granted to NewSouth by BellSouth, NewSouth shall ensure its

employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

- 5.4 Demarcation Point. BellSouth, in a reasonable and nondiscriminatory manner, will designate the point(s) of demarcation between NewSouth's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. NewSouth shall be responsible for providing, and a supplier certified by BellSouth ("NewSouth's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For DS1 and DS3 connections, the demarcation point shall be a BellSouth provided DSX panel. For fiber connections, the demarcation point shall be a BellSouth provided LGX panel. NewSouth or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.5, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At NewSouth's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. NewSouth must make arrangements with a BellSouth Certified Supplier for such placement.
- 5.4.1 In the event NewSouth's collocation space is at such a distance from the demarcation point that an intermediary transmission device is needed to prevent signal degradation and ensure compliance with industry standards, BellSouth, at its own expense, shall install such transmission device. In such cases, BellSouth will notify NewSouth and all relevant vendors that the distance poses a risk of degradation and that larger gauge cable should be used.
- 5.5 NewSouth's Equipment and Facilities. NewSouth, or if required by this Attachment, NewSouth's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by NewSouth. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.
- 5.6 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 three (3) business days' notice to NewSouth when access to the Collocation Space is required. NewSouth may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that NewSouth will not bear any of the expense associated with this work.

- 5.7 Access. Pursuant to Section 11, NewSouth shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. NewSouth 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 NewSouth provided with access keys or cards ("Access Keys") prior to the issuance of said Access Keys. BellSouth shall issue Access Keys within thirty (30) calendar days of such request for such Access Keys. Access Keys shall not be duplicated under any circumstances. NewSouth agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of NewSouth employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with NewSouth or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.7.1 BellSouth will not repeatedly delay NewSouth's entry into a Premises or access to its collocated equipment. BellSouth will provide NewSouth with reasonable access to restroom facilities and parking.
- 5.7.2 Lost or Stolen Access Keys. NewSouth shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), NewSouth shall pay for all reasonable costs associated with the re-keying or deactivating the card. Likewise, if NewSouth must re-key the lock on its collocation cage as a result of BellSouth losing the NewSouth provided key, BellSouth shall pay the reasonable costs for re-keying the cage and replacing keys.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other interconnector located in the Premises; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Collocation Space, or the Premises; shall not compromise the privacy of any communications carried in, from, or through the Premises; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth, on a reasonable and nondiscriminatory basis, determines that any equipment or facilities of NewSouth violates the provisions of this paragraph, BellSouth shall give written notice to NewSouth, which notice shall direct NewSouth to cure the violation within forty-eight (48) hours of NewSouth's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. If NewSouth fails to take curative action

within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event, BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to NewSouth's equipment. BellSouth will endeavor, but is not required, to provide notice to NewSouth prior to taking such action and shall have no liability to NewSouth for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.9 Personalty and its Removal. Subject to requirements of this Attachment, NewSouth may place or install in or on the Collocation Space such facilities and equipment, including storage for spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, nor imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by NewSouth in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by NewSouth at any time. Any damage caused to the Collocation Space by NewSouth's employees, agents or representatives during the removal of such property shall be promptly repaired by NewSouth at its expense.
- 5.10 Alterations. In no case shall NewSouth or any person acting on behalf of NewSouth make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by NewSouth.
- 5.11 Janitorial Service. NewSouth shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and, if using a contractor, shall arrange directly with a BellSouth Certified Contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.
6. **Ordering and Preparation of Collocation Space**
- 6.1 Should any state regulatory or federal agency impose procedures or intervals different than procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof.

- 6.2 Application for Space. NewSouth shall submit an application document when NewSouth or NewSouth's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.
- 6.2.1 Initial Application. For NewSouth or NewSouth's Guest(s) initial equipment placement, NewSouth shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"), together with payment of the Application Fee as stated in Exhibit A. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in NewSouth's Collocation Space(s) and an estimate of the amount of square footage required.
- 6.2.2 Subsequent Application Fee. In the event NewSouth or NewSouth's Guest(s) desire to modify the use of the Collocation Space in a manner not reflected in the original application, NewSouth shall complete an Application document detailing all information regarding the modification to the Collocation Space. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by NewSouth in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. Where the subsequent Application does not require assessment for provisioning or construction work by BellSouth (e.g., NewSouth proposes to install a splitter), no Subsequent Application Fee will be required. The fee for an Application where the modification requested has limited effect (i.e., does not require assessment related to capital expenditure by BellSouth; e.g., NewSouth proposes to enhance power by adding a fuse) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment (e.g., NewSouth proposes to add cable racking or increase floor space), the full Application Fee for the appropriate state shall apply.
- 6.3 Application Response. In Alabama, Kentucky, North Carolina, and Tennessee, in addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) calendar days of receipt of an Application stating whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days, 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 In South Carolina, in addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) calendar days as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30)

calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

- 6.3.2 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 NewSouth 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 NewSouth 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 In Georgia, in addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.
- 6.3.4 In Louisiana, in addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Premises in accordance with Section 2. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to

twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.

- 6.3.5 In Mississippi, in addition to the notice of space availability pursuant to Section 2., BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.4 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of NewSouth or necessitated by technical considerations, the application will be considered a new Application for the purposes of the response and provisioning intervals. If, at any time, BellSouth needs to reevaluate NewSouth's Bona Fide Application as a result of changes requested by NewSouth to NewSouth's original application, then BellSouth will charge NewSouth a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require NewSouth to resubmit the Application with an Application Fee.
- 6.5 Bona Fide Firm Order. In Alabama, Kentucky, North Carolina, and Tennessee, NewSouth shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires NewSouth to complete the Application/Inquiry process described in Section 6.2, preceding, and submit the Physical Expanded Interconnection Firm Order document (BSTEI-1P-F) indicating acceptance of the Application Response provided by BellSouth ("Bona Fide Firm Order"). The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after NewSouth's receipt of BellSouth's Application Response to NewSouth's Bona Fide Application. If the Bona Fide Firm Order is not received within this five (5) business day period, the construction and provisioning interval shall be extended day for day for each day after the 5th business day. If the Bona Fide Firm Order is not received within (30) calendar days of the Application Response, the Application will expire.

- 6.5.1 In South Carolina, NewSouth 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 NewSouth 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 NewSouth's Bona Fide Application or the Application will expire.
- 6.5.2 In Mississippi, NewSouth 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 NewSouth 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 NewSouth'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 NewSouth'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.
- 6.5.4 BellSouth will permit one accompanied site visit to NewSouth's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to NewSouth.
- 6.5.5 NewSouth must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date NewSouth desires access to the Collocation Space. NewSouth may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event NewSouth desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit NewSouth to access the Collocation Space, accompanied by a security escort at NewSouth's expense. NewSouth must request escorted access at least three (3) business days prior to the date such access is desired.
- 6.6 Construction and Provisioning
- 6.6.1 In Alabama (Caged Only) Kentucky, Tennessee and 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, 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 length. In the event NewSouth 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 NewSouth 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 NewSouth 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 NewSouth 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.

- 6.6.1.1 To be considered a timely and accurate forecast, NewSouth must submit to the Company the CLEC Forecast Form, as set forth in Exhibit C 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.
- 6.6.2 In Alabama, BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 6.6.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from

receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and NewSouth cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

- 6.6.4 In Georgia, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with NewSouth or seek a waiver from this interval from the Commission.
- 6.6.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 120 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 NewSouth or seek a waiver from this interval from the Commission.
- 6.6.6 In Mississippi, excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate

government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with NewSouth or seek a waiver from this interval from the Commission.

- 6.6.7 In South Carolina, BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. BellSouth may elect to renegotiate an alternative provisioning interval with NewSouth or seek a waiver from this interval from the Commission.
- 6.7 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and NewSouth will commence within a maximum of fifteen (15) calendar days from BellSouth's receipt of a Bona Fide Firm. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. BellSouth will complete all design work following the joint planning meeting. BellSouth will provide the floor plans to NewSouth within two weeks of a request for cageless collocation. For caged collocation, BellSouth will provide floor plans in the Application Response.
- 6.7.1 Unless otherwise agreed, the Collocation Space completion due date and Access Customer Termination Location (ACTL) codes will be provided to NewSouth during the joint planning meeting. BellSouth shall deliver Connecting Facilities Assignments (CFA) prior to Space Acceptance unless a POT Bay either serves as the demarcation point or has been installed by NewSouth in its collocation space. In the event a POT Bay does exist, the parties shall work cooperatively in the provisioning of CFAs in a timely manner.
- 6.8 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 6.9 Acceptance Walk Through. NewSouth and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by NewSouth within fifteen (15) calendar days of BellSouth's notifying NewSouth that the collocation space is ready for occupancy. BellSouth will correct any deviations to NewSouth's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

- 6.10 Use of BellSouth Certified Supplier. NewSouth shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work required in the Collocation Space as set forth in TR 73503, which is consistent with industry standards. NewSouth may utilize its own employees to perform such work provided that NewSouth has been certified by BellSouth to perform such work. NewSouth must select BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide NewSouth with a list of BellSouth Certified Suppliers upon request. BellSouth shall not unreasonably withhold approval of any contractor proposed by NewSouth that meets the standard BellSouth criteria. The BellSouth Certified Supplier(s) shall be responsible for installing NewSouth'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 NewSouth upon successful completion of installation. The BellSouth Certified Supplier shall bill NewSouth directly for all work performed for NewSouth 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 NewSouth or any supplier proposed by NewSouth.
- 6.11 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. NewSouth shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service NewSouth's Collocation Space. Upon request, BellSouth will provide NewSouth with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by NewSouth. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.
- 6.12 Basic Telephone Service. Upon request of NewSouth, 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 Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, NewSouth may purchase 2-wire and 4-wire cross-connects as set forth in Exhibit A, and NewSouth may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, NewSouth may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may

become available at the location requested by NewSouth, such information will be provided to NewSouth in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to NewSouth within 180 calendar days of BellSouth's written denial of NewSouth's request for physical collocation, and (ii) NewSouth was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then NewSouth 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. NewSouth 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 NewSouth may request the conversion of any existing virtual collocation arrangements to physical collocation arrangements. BellSouth will 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 being in conformance 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.
- 6.14 Cancellation. If, at anytime prior to Space Acceptance, NewSouth cancels its order for the Collocation Space(s), BellSouth will bill NewSouth the applicable non-recurring rate for any and all work processes for which work has begun.
- 6.15 Licenses. NewSouth, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7. Rates and Charges

- 7.1 Recurring Charges. The recurring charges for space preparation begin on the date that NewSouth executes the written document accepting the Collocation Space pursuant to Section 6.9, or on the date NewSouth first occupies the Collocation Space, whichever is sooner. If NewSouth fails to schedule and complete a walkthrough pursuant to Section 6.9 within fifteen (15) days after BellSouth releases the space for occupancy,

then BellSouth shall begin billing NewSouth for recurring charges as of the sixteenth (16th) day after BellSouth releases the Collocation Space.

- 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. NewSouth shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. 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 NewSouth opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to NewSouth as prescribed in Section 7.6.
- 7.3 Space Preparation Fee in Georgia. In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U.. In the event NewSouth opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to NewSouth as prescribed in Section 7.6.
- 7.4 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by NewSouth on the Bona Fide Application.. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems.. In the event NewSouth opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to NewSouth as described in Section 7.6.
- 7.5 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed.
- 7.6 Floor Space. The floor space charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include amperage necessary to power NewSouth's equipment. When the Collocation Space is enclosed, NewSouth shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, NewSouth 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 NewSouth's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, NewSouth 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 NewSouth first occupies the Collocation Space, whichever is sooner.

- 7.7 Power. BellSouth shall make available -48 Volt (-48V) DC power for NewSouth's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("EDFB") at NewSouth's option within the Premises.
- 7.7.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to NewSouth's equipment or space enclosure. NewSouth is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to NewSouth's equipment. When obtaining power from a BellSouth BDFB or miscellaneous fuse positions on a BellSouth power board, power cables must be engineered, furnished and installed by NewSouth using a BellSouth Certified power Supplier. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by NewSouth's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by NewSouth's BellSouth Certified power Supplier. NewSouth's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. BellSouth will provide the power feeder cable support structure between the BellSouth BDFB or power board and NewSouth's arrangement area. NewSouth shall contract a BellSouth Certified Supplier who will be responsible for the following: power cable support structure within NewSouth's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. NewSouth shall comply with all applicable National Electric Code (NEC), BellSouth TR-73503, BellCore (Telcordia) and ANSI Standards regarding power cabling.
- 7.7.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, NewSouth 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 reasonable and nondiscriminatory guidelines and specifications. Where the addition of NewSouth's dedicated power plant results in construction of a new power plant room, upon termination of this

Agreement, NewSouth shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

- 7.7.3 If NewSouth elects to install its own DC Power Plant, BellSouth shall provide AC power to feed NewSouth'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 NewSouth's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. NewSouth's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis. At NewSouth's option, NewSouth may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 7.8 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.
- 7.9 Security Escort. A security escort will be required whenever NewSouth or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.4.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.
- 7.10 Rate "True-Up". It is the Parties' intention that the rates contained in Exhibit A hereto are the Commission approved rates where such rates exist. To the extent that no such Commission approved rates exist, the Parties agree that the prices reflected as interim herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by final 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, NewSouth shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to NewSouth. 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.

- 7.11 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). NewSouth will pay a late payment charge of the lessor of the legal rate or one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

8. Insurance

- 8.1 NewSouth 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 (B++ ten).
- 8.2 NewSouth shall maintain the following specific coverage:
- 8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 8.2.3 All Risk property coverage on a full replacement cost basis insuring all of NewSouth's real and personal property situated on or within BellSouth's Central Office location(s).
- 8.2.4 NewSouth may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 8.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to NewSouth to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.4 All policies purchased by NewSouth 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 NewSouth's property has been removed from BellSouth's Premises, whichever period is longer. If NewSouth fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from NewSouth.

- 8.5 NewSouth 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. NewSouth shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53
Atlanta, Georgia 30375
- 8.6 NewSouth must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 8.7 Self-Insurance. If NewSouth's net worth exceeds five hundred million dollars (\$500,000,000), NewSouth may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. NewSouth 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 NewSouth in the event that self-insurance status is not granted to NewSouth. If BellSouth approves NewSouth for self-insurance, NewSouth shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of NewSouth's corporate officers. The ability to self-insure shall continue so long as the NewSouth meets all of the requirements of this Section. If the NewSouth subsequently no longer satisfies this Section, NewSouth is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.
- 8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to NewSouth to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. Mechanics Liens

- 9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or NewSouth), 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) calendar days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. Inspections

- 10.1 BellSouth shall conduct an inspection of NewSouth's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between NewSouth's equipment and equipment of BellSouth. BellSouth may conduct an inspection if NewSouth adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide NewSouth with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. Security and Safety Requirements

- 11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of NewSouth will be permitted in the BellSouth Premises. NewSouth 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 NewSouth name. BellSouth reserves the right to remove from its premises any employee of NewSouth not possessing identification issued by NewSouth or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. NewSouth shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. NewSouth shall be solely responsible for ensuring that any Guest of NewSouth is in compliance with all subsections of this Section 11.

- 11.1.1 NewSouth will be required, at its own expense, to conduct a statewide investigation of criminal history records for each NewSouth employee being considered for work on the BellSouth Premises, for the states/counties where the NewSouth employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.
- 11.1.2 NewSouth 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 NewSouth shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. NewSouth 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 NewSouth personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the even that NewSouth chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, NewSouth 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 Neither Party shall not knowingly assign to the BellSouth Premises any individual who was a former employee of the other Party and whose employment with the other Party was terminated for a criminal offense whether or not the other Party sought prosecution of the individual for the criminal offense.
- 11.1.5 Neither Party shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of the other Party and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not the other Party sought prosecution of the individual for the criminal offense.
- 11.1.6 For each NewSouth employee requiring access to a BellSouth Premises pursuant to this Attachment, NewSouth 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, NewSouth will disclose the nature of the convictions to BellSouth at that time. In the alternative, NewSouth 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, NewSouth shall promptly remove from the BellSouth's Premises any employee of NewSouth BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the

initiation of an investigation in the event that an employee of NewSouth is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

- 11.2 Notification to BellSouth. BST reserves the right to interview NewSouth's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to NewSouth's Security contact of such interview. NewSouth and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving NewSouth's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill NewSouth for all reasonable costs associated with reasonable and nondiscriminatory investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that NewSouth's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill NewSouth for BellSouth property which is stolen or damaged where an investigation determines the culpability of NewSouth's employees, agents, or contractors and where NewSouth agrees, in good faith, with the results of such investigation. NewSouth shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. NewSouth shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

12. Destruction of Collocation Space

- 12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for NewSouth's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for NewSouth's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to NewSouth, 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. NewSouth 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 NewSouth's acceleration of the project increases the cost of the project, then those additional charges will be incurred by NewSouth. Where allowed and where practical, NewSouth may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, NewSouth shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for NewSouth's permitted use, until such Collocation Space is fully repaired and restored and NewSouth's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where NewSouth has placed an Adjacent Arrangement pursuant to section 3.4, NewSouth 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 NewSouth 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 NewSouth 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.

15. Notice of Non-Emergency and Emergency Work

- 15.1 BellSouth shall provide NewSouth with written notice five (5) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that has a substantial likelihood of directly affecting the Collocation Space occupied by NewSouth, or that is directly related to circuits that support NewSouth equipment.
- 15.2 BellSouth will inform NewSouth by telephone of emergency related activity that BellSouth or its subcontractors may be performing that has a substantial likelihood of directly affecting the Collocation Space occupied by NewSouth, or is directly related to circuits that support NewSouth equipment. Notification of any emergency related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary so that NewSouth can take any action required to monitor or protect its service.

**EXHIBIT A: BELLSOUTH/CLEC-1 RATES – ALABAMA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,760.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,134.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees (Note4) Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.24 \$3.01 \$102.16	\$1,211.00
PE1BW PE1CW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$178.65 \$17.52	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$3.68	NA
PE1BD	Cable Installation	Per cable	NA	\$1,751.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.67	NA
PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$9.00 \$5.63 \$11.26 \$16.89 \$38.99	NA - - - -
PE1PL	Power (Note 3) -48V DC Power	Per amp	\$7.14	
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber	Per cross connect	\$0.031 \$0.062 \$1.28 \$16.27 \$3.23	First/Add'l \$33.68/\$31.79 \$33.63/\$31.67 \$52.93/\$39.87 \$51.99/\$38.59 \$52.00/\$38.60

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F4	4-fiber		\$5.73	\$64.54/\$51.14
PE1AX	Security Access System Security System*	Per central office	\$52.27	
PE1A1	New Access Card Activation*	Per card	\$0.059	\$55.57
PE1AA	Administrative change, existing card*	Per card		\$15.58
PE1AR	Replace lost or stolen card*	Per card		\$45.56
PE1AK	Initial Key	Per key	NA	\$26.19
PE1AL	Replace lost or stolen key	Per key	NA	\$26.19
PE1SR	Space Availability Report*	Per premises requested		\$2,150.00
PE1PE	POT Bay Arrangements Prior to 6/1/99	Per cross connect		
PE1PF	2-Wire Cross-Connect		\$0.08	NA
PE1PG	4-Wire Cross-Connect		\$0.17	NA
PE1PH	DS1 Cross-Connect		\$0.69	NA
PE1B2	DS3 Cross-Connect		\$4.74	NA
PE1B2	2-Fiber Cross-Connect		\$32.02	NA
PE1B4	4-Fiber Cross-Connect		\$40.48	NA
	Cable Records ¹			Note 2
PE1CR	Cable Records	Per request	NA	Initial/Subsequent
PE1CD	VG/DS0 Cable	Per cable record	NA	\$1708/\$1166
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$923.51/\$923.51
PE1C1	DS1	Per T1TIE	NA	\$18.02/\$18.02
PE1C3	DS3	Per T3TIE	NA	\$8.44/\$8.44
PE1CB	Fiber Cable	Per cable record	NA	\$29.53/\$29.53
				\$278.95/\$278.95

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	\$33.85/\$21.45
PE1OT	Overtime		NA	\$44.09/\$27.71
PE1PT	Premium Time		NA	\$54.33/\$33.96

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DSO per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

Note 3: These Power rates will only apply for existing collocation arrangements provisioned prior to the execution of this agreement and Augments that make use of existing power.

Note 4: Recurring charges for Space Preparation will not apply to existing collocation arrangements for which NewSouth paid non-recurring Space Preparation charges.

**EXHIBIT A: BELLSOUTH/CLEC-1 RATES – FLORIDA
PHYSICAL COLLOCATION**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request		\$3,791.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,160.00
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees (Note 5) Firm Order Processing Central Office Modifications Common Systems Modifications – Cageless Common Systems Modifications – Caged	Per sq. ft. Per sq. ft. Per cage	\$2.58 \$2.96 \$100.66	\$1,211.00
PE1BW PE1CW	Space Enclosure (100 sq. ft. minimum) Wire Cage Wire Cage	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$205.93 \$20.20	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$6.57	NA
PE1BD	Cable Installation	Per cable		\$1,826.00
PE1PM	Cable Support Structure		\$21.66	NA
PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power 120V AC Power single phase 240V AC Power single phase 120V AC Power three phase 277 AC Power three phase	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$8.86 \$5.62 \$11.26 \$16.88 \$38.98	NA - - - -
PE1PL	Power (Note 4) -48V DC Power	Per amp	\$7.14	
	Cross Connects 2-wire 4-wire DS1 DS3 2-fiber 4-fiber	Per cross connect Per cross connect Per cross connect Per cross connect Per cross connect Per cross connect	\$0.074 \$0.148 \$1.29 \$17.48 \$2.96 \$5.66	First/Add'l \$34.53/\$32.51 \$34.54/\$32.53 \$54.15/\$40.94 \$53.28/\$39.65 \$53.28/\$39.66 \$66.08/\$52.47

FLORIDA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System	Per premises	\$89.48	
PE1A1	Security System			
PE1AA	New Access Card Activation	Per card	\$0.06	\$56.03
	Administrative change, existing card	Per card		\$15.71
PE1AR	Replace lost or stolen card	Per card		\$45.93
PE1AK	Initial Key	Per key	NA	\$26.41
PE1AL	Replace lost or stolen key	Per key	NA	\$26.41
PE1SR	Space Availability Report	Per premises requested		\$2,168.00
	POT Bay (Note 1)		NA	NA
	Cable Records ²			Note 3
				initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1709/\$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.86/\$923.86
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.03/\$18.03
PE1C1	DS1	Per T1TIE	NA	\$8.44/\$8.44
PE1C3	DS3	Per T3TIE	NA	\$29.54/\$29.54
PE1CB	Fiber Cable	Per cable record	NA	\$279.05/\$279.05
PE1BQ	Security Escort	Per ¼ hour		
PE1OQ	Basic Time		NA	\$10.89
PE1PQ	Overtime		NA	\$13.64
	Premium Time		NA	\$16.40

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note 1; POT Bays: BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the Parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for CLEC-1 to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.

Note 2: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 3: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

Note 4: These Power rates will only apply for existing collocation arrangements provisioned prior to the execution of this agreement and Augments that make use of existing power.

Note 5: Recurring charges for Space Preparation will not apply to existing collocation arrangements for which NewSouth paid non-recurring Space Preparation charges.

**EXHIBIT A: BELLSOUTH/CLEC-1 RATES – GEORGIA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,130.00 Minimum
PE1BB	Space Preparation Fee	Per sq. ft.	NA	\$100.00
PE1BW	Space Enclosure (100 sq. ft. minimum)			
PE1CW	Welded Wire-mesh	Per first 100 sq. ft.	\$187.36	NA
	Welded Wire-mesh	Per add'l 50 sq. ft.	\$18.38	NA
PE1PJ	Floor Space Zone A	Per sq. ft.	\$4.47	NA
PE1PK	Zone B	Per sq. ft.	\$4.47	NA
PE1BD	Cable Installation	Per cable	NA	\$1,693.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.26	NA
PE1PL	Power -48V DC Power	Per amp	\$5.00	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.52	-
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.05	-
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.58	-
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.27	-
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.031	First/Add'l \$33.76/\$31.86
PE1P4	4-wire		\$0.061	\$33.77/\$31.80
PE1P1	DS-1		\$1.13	\$53.05/\$39.99
PE1P3	DS-3		\$14.43	\$52.14/\$38.71
PE1F2	2-fiber		\$2.86	\$52.14/\$38.72
PE1F4	4-fiber		\$5.08	\$64.74/\$51.31

GEORGIA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$40.00	
PE1A1	New Access Card Activation*	Per card	\$0.058	\$55.51
PE1AA	Administrative change, existing card*	Per card		\$15.56
PE1AR	Replace lost or stolen card*	Per card		\$45.50
PE1AK	Initial Key	Per key	NA	\$26.16
PE1AL	Replace lost or stolen key	Per key	NA	\$26.16
PE1SR	Space Availability Report*	Per premises requested		\$2,148.00
PE1PE	POT Bay Arrangements Prior to 6/1/99	Per cross-connect		
PE1PF	2-Wire Cross-Connect		\$0.40	NA
PE1PG	4-Wire Cross-Connect		\$1.20	NA
PE1PH	DS1 Cross-Connect		\$1.20	NA
PE1B2	DS3 Cross-Connect		\$8.00	NA
PE1B4	2 Fiber Cross-Connect		\$38.79	NA
			\$52.31	NA
	Cable Records ¹			Note 2
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1706/\$1164
PE1CD	VG/DS0 Cable	Per cable record	NA	\$922.38/\$922.38
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.00/\$18.00
PE1C1	DS1	Per T1TIE	NA	\$8.43/\$8.43
PE1C3	DS3	Per T3TIE	NA	\$29.49/\$29.49
PE1CB	Fiber Cable	Per cable record	NA	\$278.61/\$278.61
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.81/\$21.42
PE1OT	Overtime		NA	\$44.03/\$27.67
PE1PT	Premium Time		NA	\$54.26/\$33.92

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELLSOUTH/CLEC-1 RATES – KENTUCKY
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,761.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,135.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees (Note 4) Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.38 \$3.30 \$112.11	\$1,202.00
PE1BW PE1CW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$189.85 \$18.62	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$8.20	NA
PE1BD	Cable Installation	Per cable	NA	\$1,755.00
PE1PM	Cable Support Structure	Per entrance cable	\$20.14	NA
PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$8.77 \$5.58 \$11.16 \$16.74 \$38.65	NA - - - -
PE1PL	-48V DC Power (Note 3)	Per amp	\$7.68	NA
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per cross connect	\$0.037 \$0.075 \$1.51 \$19.15 \$3.80 \$6.75	First/Add'l \$33.67/\$31.78 \$33.66/\$31.70 \$52.97/\$39.90 \$52.04/\$38.62 \$52.04/\$38.63 \$64.59/\$51.18

KENTUCKY (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$78.11	
PE1A1	New Access Card Activation	Per card	\$0.059	\$55.59
PE1AA	Administrative change, existing card	Per card		\$15.59
PE1AR	Replace lost or stolen card	Per card		\$45.58
PE1AK	Initial Key	Per key	NA	\$26.20
PE1AL	Replace lost or stolen key	Per key	NA	\$26.20
PE1SR	Space Availability Report	Per premises requested		\$2,151
PE1PE	POT Bay Arrangements Prior to 6/1/99	Per cross-connect		
PE1PF	2-Wire Cross-Connect		\$0.06	NA
PE1PG	4-Wire Cross-Connect		\$0.15	NA
PE1PH	DS1 Cross-Connect		\$0.58	NA
PE1B2	DS3 Cross-Connect		\$4.51	NA
PE1B4	2 Fiber Cross-Connect		\$38.79	NA
	4 Fiber Cross-Connect		\$52.31	NA
PE1BT	Security Escort	Per half hr./Add'l half hr.		
PE1OT	Basic Time		NA	\$33.86/\$21.46
PE1PT	Overtime		NA	\$44.10/\$27.72
	Premium Time		NA	\$54.35/\$33.97
PE1CR	Cable Records ¹			Note 2
PE1CD	Cable Records	Per request	NA	Initial/subsequent
PE1CO	VG/DS0 Cable	Per cable record	NA	\$1709/1166
PE1C1	VG/DS0 Cable	Per each 100 pair	NA	\$923.83/\$923.83
PE1C3	DS1	Per T1TIE	NA	\$18.03/\$18.03
PE1CB	DS3	Per T3TIE	NA	\$8.44/\$8.44
	Fiber Cable	Per T3TIE	NA	\$29.54/\$29.54
		Per cable record	NA	\$279.05/\$279.05

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

Note 3: These Power rates will only apply for existing collocation arrangements provisioned prior to the execution of this agreement and Augments that make use of existing power.

Note 4: Recurring charges for Space Preparation will not apply to existing collocation arrangements for which NewSouth paid non-recurring Space Preparation charges..

**EXHIBIT A: BELLSOUTH/CLEC-1 RATES – LOUISIANA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3756.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3131.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees (Note 4) Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.60 \$3.15 \$105.87	\$1,200.00
PE1BW PE1CW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$207.06 \$20.31	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$5.94	NA
PE1BD	Cable Installation	Per cable	NA	\$1,753.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.16	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$9.20 \$5.66 \$11.34 \$17.00 \$39.26	NA - - - -
PE1PL	-48V DC Power (Note 3)	Per amp	\$7.15	NA
PE1P2 PE1P4 PE1P1 PE1P3	Cross Connects 2-wire 4-wire DS-1 DS-3	Per cross connect	\$0.036 \$0.073 \$1.20 \$15.26	First/Add'l \$33.61/\$31.76 \$33.53/\$31.58 \$52.80/\$39.76 \$51.86/\$38.49

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2 PE1F4	Cross Connects (continued) 2-fiber 4-fiber	Per cross connect	\$3.03 \$5.38	First/Add'l \$51.86/\$38.49 \$64.36/\$50.99
PE1AX	Security Access System Security System*	Per premises	\$60.60	
PE1A1 PE1AA	New Access Card Activation* Administrative change, existing card*	Per card Per card	\$0.060	\$55.51 \$15.57
PE1AR	Replace lost or stolen card	Per card		\$45.51
PE1AK PE1AL	Initial Key Replace lost or stolen key	Per key Per key	NA NA	\$26.16 \$26.16
PE1SR	Space Availability Report*	Per premises requested		\$2,148
PE1PE PE1PF PE1PG PE1PH PE1B2 PE1B4	POT Bay Arrangements Prior to 6/1/99 2-Wire Cross-Connect 4-Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2 Fiber Cross-Connect 4 Fiber Cross-Connect	Per cross-connect	\$0.0776 \$0.1552 \$0.6406 \$4.75 \$47.44 \$63.97	NA NA NA NA NA NA
PE1CR PE1CD PE1CO PE1C1 PE1C3 PE1CB	Cable Records Cable Records VG/DS0 Cable VG/DS0 Cable DS1 DS3 Fiber Cable	Per request Per cable record Per each 100 pair Per T1TIE Per T3TIE Per cable record	NA NA NA NA NA NA	Note 2 Initial/subsequent \$1706/\$1165 \$922.51/\$922.51 \$18.00/\$18.00 \$8.43/\$8.43 \$29.49/\$29.49 \$278.65/\$278.65

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.97/\$21.53
PE1OT	Overtime		NA	\$44.25/\$27.81
PE1PT	Premium Time		NA	\$54.53/\$34.09

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note 1: Cable records charges apply for work required to build cable records in company systems. The VG/DSO per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

Note 3: These Power rates will only apply for existing collocation arrangements provisioned prior to the execution of this agreement and Augments that make use of existing power.

Note 4: Recurring charges for Space Preparation will not apply to existing collocation arrangements for which NewSouth paid non-recurring Space Preparation charges..

**EXHIBIT A: BELLSOUTH/CLEC-1 RATES – MISSISSIPPI
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,130.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees (Note 4) Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.61 \$2.88 \$97.85	\$1,200.00
PE1BW PE1CW	Space Enclosure(100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$208.30 \$20.43	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$6.53	
PE1BD	Cable Installation	Per cable	NA	\$1,871.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.90	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$8.96 \$5.61 \$11.23 \$16.84 \$38.89	NA - - - -
PE1PL	-48V DC Power (Note 3)	Per amp	\$6.93	NA
PE1P2 PE1P4	Cross Connects 2-wire 4-wire	Per cross connect	\$0.38 \$0.76	First/Add'l \$33.65/\$31.77 \$33.46/\$31.52

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P1	Cross Connects (continued)	Per cross connect		First/Add'l
PE1P3	DS-1		\$1.30	\$52.73/\$39.70
PE1F2	DS-3		\$16.55	\$51.78/\$38.43
PE1F4	2-fiber		\$3.28	\$51.78/\$38.43
	4-fiber		\$5.83	\$64.27/\$50.91
PE1AX	Security Access System	Per premises	\$85.54	
PE1A1	Security System*			
PE1AA	New Access Card Activation*	Per card	\$0.061	\$55.50
PE1AR	Administrative change, existing card*	Per card		\$15.56
PE1AK	Replace lost or stolen card	Per card		\$45.50
PE1AL	Initial Key	Per key	NA	\$26.16
	Replace lost or stolen key	Per key	NA	\$26.16
PE1SR	Space Availability Report*	Per premises requested		\$2,147.00
PE1PE	POT Bay Arrangements	Per cross-connect		
PE1PF	Prior to 6/1/99			
PE1PG	2-Wire Cross-Connect		\$0.1195	NA
PE1PH	4-Wire Cross-Connect		\$0.2389	NA
PE1B2	DS1 Cross-Connect		\$0.9862	NA
PE1B4	DS3 Cross-Connect		\$5.81	NA
	2 Fiber Cross-Connect		\$38.79	NA
	4 Fiber Cross-Connect		\$52.31	NA
PE1CR	Cable Records ¹			Note 2
PE1CD				Initial/subsequent
PE1CO	Cable Records	Per request	NA	\$1706/1164
PE1C1	VG/DS0 Cable	Per cable record	NA	\$922.28/\$922.28
PE1C3	VG/DS0 Cable	Per each 100 pair	NA	\$18.00/\$18.00
PE1CB	DS1	Per T1TIE	NA	\$8.42/\$8.42
	DS3	Per T3TIE	NA	\$29.49/\$29.49
	Fiber Cable	Per cable record	NA	\$278.58/\$278.58

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.80/\$21.42
PE1OT	Overtime		NA	\$44.03/\$27.67
PE1PT	Premium Time		NA	\$54.26/\$33.92

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

Note 3: These Power rates will only apply for existing collocation arrangements provisioned prior to the execution of this agreement and Augments that make use of existing power.

Note 4: Recurring charges for Space Preparation will not apply to existing collocation arrangements for which NewSouth paid non-recurring Space Preparation charges.

**EXHIBIT A: BELLSOUTH/CLEC-1 RATES – NORTH CAROLINA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee*	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,119.00 Minimum
	Space Preparation Fees (Note 4)			
	Central Office Modification*	Per sq. ft.	\$1.57	
	Common Systems Modification – Cageless*	Per sq. ft.	\$3.26	
	Common Systems Modification – Caged*	Per cage	\$110.79	
	Power*	Per nominal –48v DC Amp	\$5.76	
PE1BW	Space Enclosure (100 sq. ft. minimum)			
PE1CW	Welded Wire-mesh*	Per first 100 sq. ft.	\$102.76	NA
	Welded Wire-mesh*	Per add'l 50 sq. ft.	\$10.44	NA
PE1PJ	Floor Space*	Per sq. ft.	\$3.45	NA
PE1BD	Cable Installation*	Per cable	NA	\$2,305.00
PE1PM	Cable Support Structure*	Per entrance cable	\$21.33	NA
PE1FB	Power –48V DC Power*	Per amp	\$6.65	NA
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.50	-
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.01	-
PE1FG	120V AC Power three phase*	Per breaker amp	\$16.51	-
	277 AC Power three phase*	Per breaker amp	\$38.12	-
PE1PL	-48V DC Power (Note 3)	Per amp	\$5.00	NA
PE1P2	Cross Connects (Note 1)	Per cross connect		First/Add'l
PE1P4	2-wire*		\$0.32	\$41.78/\$39.23
PE1P1	4-wire*		\$0.64	\$41.91/\$39.25
PE1P3	DS-1*		\$2.34	\$71.02/\$51.08
PE1F2	DS-3*		\$42.84	\$69.84/\$49.43
PE1F4	2-fiber		\$2.94	\$51.97/\$38.59
	4-fiber		\$5.62	\$64.53/\$51.15

NORTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$41.03	
PE1A1	New Access Card Activation*	Per card	\$0.062	\$55.30
PE1AA	Administrative change, existing card*	Per card		\$15.51
PE1AR	Replace lost or stolen card	Per card		\$45.34
PE1AK	Initial Key	Per key	NA	\$26.18
PE1AL	Replace lost or stolen key	Per key	NA	\$26.18
PE1SR	Space Availability Report*	Per premises requested		\$2,140.00
PE1PE	POT Bay Arrangements Prior to 6/1/99 2-Wire Cross-Connect	Per cross-connect	\$0.10	NA
PE1PF	4-Wire Cross-Connect		\$0.19	NA
PE1PG	DS1 Cross-Connect		\$0.79	NA
PE1PH	DS3 Cross-Connect		\$4.85	NA
PE1B2	2 Fiber Cross-Connect		\$45.30	NA
PE1B4	4 Fiber Cross-Connect		\$61.09	NA
PE1BT	Security Escort Basic Time	Per half hr./Add'l half hr.	NA	\$42.92/\$25.56
PE1OT	Overtime		NA	\$54.51/\$32.44
PE1PT	Premium Time		NA	\$66.10/\$39.32
PE1CR	Cable Records ¹ Cable Records	Per request	NA	Note 2 Initial/subsequent \$1707/\$1165
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.08/\$923.08
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.02/\$18.02
PE1C1	DS1	Per T1TIE	NA	\$8.43/\$8.43
PE1C3	DS3	Per T3TIE	NA	\$29.51/\$29.51
PE1CB	Fiber Cable	Per cable record	NA	\$278.82/\$278.82

EXHIBIT A: BELLSOUTH/CLEC-1 RATES – NORTH CAROLINA
PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

Note 3: These Power rates will only apply for existing collocation arrangements provisioned prior to the execution of this agreement and Augments that make use of existing power.

Note 4: Recurring charges for Space Preparation will not apply to existing collocation arrangements for which NewSouth paid non-recurring Space Preparation charges..

**EXHIBIT A: BELLSOUTH/CLEC-1 RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3768.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,141.00 Minimum
PE1SJ	Space Preparation Fees (Note 4) Firm Order Processing*			\$1,204.00
PE1SK	Central Office Modifications*	Per sq. ft.	\$2.75	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	\$3.24	
PE1SM	Common Systems Modifications – Caged*	Per cage	\$110.17	
PE1BW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh	Per first 100 sq. ft.	\$219.19	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$21.50	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.95	NA
PE1BD	Cable Installation	Per cable	NA	\$1,621.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.33	NA
PE1FB	Power -48V DC Power*	Per amp	\$9.19	NA
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.67	-
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.36	-
PE1FG	120V AC Power three phase*	Per breaker amp	\$17.03	-
PE1FG	277 AC Power three phase*	Per breaker amp	\$39.33	-
PE1PL	-48V DC Power (Note 3)	Per amp	\$7.09	NA
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.34	First/Add'l \$33.75/\$31.86
PE1P4	4-wire		\$0.68	\$33.71/\$31.75
PE1P1	DS-1		\$1.12	\$53.05/\$39.96
PE1P3	DS-3		\$14.21	\$52.11/\$38.68
PE1F2	2-fiber		\$2.82	\$52.11/\$38.69
PE1F4	4-fiber		\$5.01	\$64.69/\$51.26

SOUTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$74.12	
PE1A1	New Access Card Activation*	Per card	\$0.060	\$55.70
PE1AA	Administrative change, existing card*	Per card		\$15.62
PE1AR	Replace lost or stolen card	Per card		\$45.66
PE1AK	Initial Key	Per key	NA	\$26.25
PE1AL	Replace lost or stolen key	Per key	NA	\$26.25
PE1SR	Space Availability Report*	Per premises requested		\$2,155.00
	POT Bay Arrangements Prior to 6/1/99	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.1091	NA
PE1PF	4-Wire Cross-Connect		\$0.2181	NA
PE1PG	DS1 Cross-Connect		\$0.9004	NA
PE1PH	DS3 Cross-Connect		\$5.64	NA
PE1B2	2 Fiber Cross-Connect		\$37.36	NA
PE1B4	4 Fiber Cross-Connect		\$50.38	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.92/\$21.50
PE1OT	Overtime		NA	\$44.19/\$27.77
PE1PT	Premium Time		NA	\$54.45/\$34.04
	Cable Records ¹			Note 2
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1712/\$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	\$925.57/\$925.57
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.06/\$18.06
PE1C1	DS1	Per T1TIE	NA	\$8.45/\$8.45
PE1C3	DS3	Per T3TIE	NA	\$29.59/\$29.59
PE1CB	Fiber Cable	Per cable record	NA	\$279.57/\$279.57

**EXHIBIT A: BELLSOUTH/CLEC-1 RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (continued)**

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

Note 3: These Power rates will only apply for existing collocation arrangements provisioned prior to the execution of this agreement and Augments that make use of existing power.

Note 4: Recurring charges for Space Preparation will not apply to existing collocation arrangements for which NewSouth paid non-recurring Space Preparation charges.

**EXHIBIT A: BELLSOUTH/CLEC-1 RATES – TENNESSEE
PHYSICAL COLLOCATION**

* Rates are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,767.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,140.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees (Note 4) Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.74 \$2.95 \$100.14	\$1,204.00
PE1BW PE1CW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$218.53 \$21.44	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$6.75	NA
PE1BD	Cable Installation	Per cable	NA	\$1,757.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.80	NA
PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$8.87 \$5.60 \$11.22 \$16.82 \$38.84	NA - - - -
PE1PL	-48V DC Power (Note 3)	Per amp	\$5.00	NA
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per cross connect	\$0.033 \$0.066 \$1.51 \$19.26 \$3.82 \$6.79	First/Add'l \$33.82/\$31.92 \$33.94/\$31.95 \$53.27/\$40.16 \$52.37/\$38.89 \$52.37/\$38.89 \$65.03/\$51.55

TENNESSEE (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System	Per premises	\$55.99	
	Security System			
PE1A1	New Access Card Activation	Per card	\$0.059	\$55.67
PE1AA	Administrative change, existing card	Per card		\$15.61
PE1AR	Replace lost or stolen card	Per card		\$45.64
PE1AK	Initial Key	Per key	NA	\$26.24
PE1AL	Replace lost or stolen key	Per key	NA	\$26.24
PE1SR	Space Availability Report*	Per premises requested		\$2,154.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.40	NA
PE1PF	4-Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.91/\$21.49
PE1OT	Overtime		NA	\$44.17/\$27.76
PE1PT	Premium Time		NA	\$54.42/\$34.02
	Cable Records ¹			Note 2
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1711/\$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	\$925.06/\$925.06
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.05/\$18.05
PE1C1	DS1	Per T1TIE	NA	\$8.45/\$8.45
PE1C3	DS3	Per T3TIE	NA	\$29.57/\$29.57
PE1CB	Fiber Cable	Per cable record	NA	\$279.42/\$279.42

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

Note 3: These Power rates will only apply for existing collocation arrangements provisioned prior to the execution of this agreement and Augments that make use of existing power.

Note 4: Recurring charges for Space Preparation will not apply to existing collocation arrangements for which NewSouth paid non-recurring Space Preparation charges.

EXHIBIT B**ENVIRONMENTAL AND SAFETY
PRINCIPLES**

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 **Compliance with Applicable Law.** BellSouth and NewSouth 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 NewSouth 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. NewSouth should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 **Practices/Procedures.** BellSouth may make available additional environmental control procedures for NewSouth 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. NewSouth 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 NewSouth space with proper notification. BellSouth reserves the right to stop any NewSouth 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 NewSouth are owned by NewSouth. NewSouth 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 NewSouth or different hazardous materials used by NewSouth at BellSouth Facility. NewSouth 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 NewSouth to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and NewSouth 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 NewSouth will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, NewSouth 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 NewSouth 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, NewSouth 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. NewSouth further agrees to cooperate with BellSouth to ensure that NewSouth'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 NewSouth, 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal	<ul style="list-style-type: none"> • P&SM Manager -

	<p>must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<p>Procurement</p> <ul style="list-style-type: none"> • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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

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

- 1.1 During the term of this Agreement, NewSouth shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, NewSouth will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 For the purposes of the resale of BellSouth's telecommunications services by NewSouth, BellSouth will provide NewSouth with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of forty-five (45) days. NewSouth acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth may request that NewSouth cancel its reservations of numbers. NewSouth shall comply with such request.
- 1.3. Further, upon NewSouth request and for the purposes of the resale of BellSouth's telecommunications services by NewSouth, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for NewSouth's sole use. Such telephone number reservations shall be transmitted to NewSouth via electronic file transfer. Such reservations shall be valid for forty-five (45) days from the reservation date. NewSouth acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a forty-five (45) day period a sufficient quantity for NewSouth's reasonable need in that particular CLLIC.

2. Number Portability Permanent Solution

- 2.1 The FCC, the Commissions, and industry forums have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of this Attachment, Interim Service Provider Number Portability (SPNP) may be available only until such permanent solution is implemented in an end office.
- 2.2 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This

end user line charge will be as filed in FCC No. 1 and will be billed to NewSouth where NewSouth is a subscriber to local switching or where NewSouth is a reseller of BellSouth telecommunications services. This charge will not be discounted.

3. Service Provider Number Portability

3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of NewSouth. 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 NewSouth switch that serves the subscriber.

3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

3.4 Rates

Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

4. SPNP Implementation

4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

- 4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.
- 4.3 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as set forth in Exhibit A of this Attachment. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.
- 4.3.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.

- 4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as 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 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.
- 4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.
- 4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.

- 4.8 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.
- 4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process to be mutually agreed to by the Parties to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.
- 5. Transition to Permanent Number Portability**
- 5.1 Once a PNP is implemented in an end office both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.
- 5.2 Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.
- 6. True-up**
- This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.**
- 6.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

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

- 6.2 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions and Attachment 1 of the Agreement incorporated herein by reference, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.
- 6.3 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
- (a) BellSouth and CLEC is entitled to be a full Party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) It shall include as an issue the geographic deaveraging of network element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

BELLSOUTHNEWSOUTH RATES
SERVICE PROVIDER
NUMBER PORTABILITY

DESCRIPTION	USOC	RATES BY STATE										TN
		AL	FL	GA	KY	LA	MS	NC	SC			
EXTERNAL SERVICE PROVIDER NUMBER PORTABILITY - 10 pairs												
RCF, per number ported (Business Line), 10 pairs	TNPBL	NA	NA	NA	NA	NA	NA	\$2.25	NA	NA	NA	
RCF, per number ported (Residence Line), 6 pairs	TNPBL	NA	NA	NA	NA	NA	NA	\$1.15	NA	NA	NA	
RCF, per number ported (Business Line)	TNPBL	\$2.13	NA	\$2.03	NA	\$2.29	\$2.34	\$1.66	\$2.17	\$0.7046	\$1.50	
NRG - Electronic	TNPBL	\$0.65	NA	\$0.51	NA	\$0.49	\$0.6441	\$0.71	NA	NA	NA	
NRG - Disconnect Charge	TNPBL	\$0.07	NA	NA	NA	\$0.05	\$0.0644	\$0.50	NA	NA	NA	
RCF, per number ported (Residence Line)	TNPBL	\$2.13	NA	\$2.03	NA	\$2.29	\$2.34	\$1.66	\$2.17	\$1.25	NA	
NRG	TNPBL	\$0.65	NA	\$0.51	NA	\$0.49	\$0.6441	\$0.71	\$0.7046	NA	NA	
NRG - Disconnect Charge	TNPBL	\$0.07	NA	NA	NA	\$0.05	NA	\$0.50	NA	NA	NA	
RCF, add'l capacity for simultaneous call forwarding, per additional path	NA	\$0.32	NA	\$0.2636	NA	\$0.36	\$0.3636	\$0.32	\$0.3854	\$0.50	NA	
RCF, per service order, per location	(++) Bus = TNPBD Res = TNPBD											
NRG - 1st	TNP++	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$2.73	\$1.37	\$25.00	\$25.00	
NRG - Add'l	TNP++	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$2.73	\$1.37	\$25.00	\$25.00	
NRG - Disconnect - 1st	TNP++	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA	NA	
NRG - Disconnect - Add'l	TNP++	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA	NA	
NRG - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	\$45.80	NA	NA	NA	
NRG - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	\$45.80	NA	NA	NA	
NRG - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	\$44.70	NA	NA	
NRG - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	\$44.70	NA	NA	
DID, per number ported, Residence - NRC	TNPDR	\$1.18	NA	\$0.93	NA	\$0.89	\$1.17	\$2.25	\$2.25	NA	NA	
DID, per number ported, Business - NRC	TNPDR	\$1.18	NA	NA	NA	\$0.90	\$1.17	NA	NA	NA	NA	
DID, per number ported, Business - NRC - Disconnect	TNPDR	\$1.18	NA	\$0.93	NA	\$0.89	\$1.17	\$2.25	\$2.25	NA	NA	
DID, per service order, per location	TNPDR	\$1.18	NA	NA	NA	\$0.90	\$1.17	NA	NA	NA	NA	
NRG - 1st	TNPDR	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$2.73	\$1.37	NA	NA	
NRG - Add'l	TNPDR	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$2.73	\$1.37	NA	NA	
NRG - Disconnect - 1st	TNPDR	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	\$44.70	NA	NA	
NRG - Disconnect - Add'l	TNPDR	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	\$44.70	NA	NA	
NRG - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$45.80	NA	NA	NA	
NRG - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	\$45.80	NA	NA	NA	
NRG - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	NA	
NRG - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	NA	
DID, per trunk termination, Initial	TNP2	\$11.84	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	NA	
DID, per trunk termination, Initial - NRC	TNP2	\$11.84	NA	\$10.73	NA	\$12.46	\$13.78	\$11.43	\$13.16	NA	NA	
DID, per trunk termination, Initial - Disconnect	TNP2	\$13.73	NA	\$13.54	NA	\$12.46	\$13.78	\$11.43	\$13.16	NA	NA	
DID, per trunk termination, Subsequent	TNP2	\$50.43	NA	NA	NA	\$12.46	\$13.78	\$11.43	\$13.16	NA	NA	
DID, per trunk termination, Subsequent - NRC	TNP2	\$11.84	NA	\$10.73	NA	\$12.46	\$13.78	\$11.43	\$13.16	NA	NA	
DID, per trunk termination, Subsequent - Disconnect	TNP2	\$51.35	NA	\$39.53	NA	\$12.46	\$13.78	\$11.43	\$13.16	NA	NA	
DID, per trunk termination, Subsequent - NRC	TNP2	\$51.35	NA	\$39.53	NA	\$12.46	\$13.78	\$11.43	\$13.16	NA	NA	
DID, per trunk termination, Subsequent - Disconnect	TNP2	\$25.00	NA	NA	NA	\$18.75	\$24.71	NA	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 SIP/P with sufficient detail to verify the costs. This will facilitate the Florida PSC's consideration of the recovery of these costs in Docket #0737-TP (FL)
2. BellSouth and GLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)

Attachment 6
Ordering and Provisioning

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ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

- 1.1 BellSouth shall provide ordering and provisioning services to NewSouth that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. Reasonable and nondiscriminatory guidelines for ordering and provisioning are set forth in the various pre-ordering, ordering and provisioning guides, as appropriate, and as they are amended from time to time during this Agreement. The guides may be referenced at the following site:

http://www.interconnection.bellsouth.com/guides/guides_p.html.

BellSouth shall provide advance notification of such guides via carrier notification letters posted to BellSouth's web site.

- 1.2 BellSouth shall provide all ordering and provisioning services to NewSouth during the same business hours of operation that BellSouth provisions service to its affiliates or end users. Ordering and provisioning support required by NewSouth outside of these hours will be considered outside of normal business hours and will be subject to overtime billing.

- 1.2.1 For purposes of this Agreement, BellSouth's regular working hours are defined as follows:

Monday – Friday – 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated, coordinated orders and order coordination-time specific)

Saturday - 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated orders)

- 1.2.2 It is understood and agreed that BellSouth technicians involved in provisioning service to NewSouth may work shifts outside of BellSouth's regular working hours as defined in Section 1.2 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that NewSouth requests that work necessarily required in the provisioning of service to be performed outside BellSouth's regular working hours and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of NewSouth, BellSouth will not assess NewSouth additional charges beyond the rates and charges specified in this Agreement.

2. Access to Operations Support Systems

- 2.1 BellSouth shall provide NewSouth access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning, maintenance and repair and billing. Access to OSS is available through a variety of means, including electronic interfaces. BellSouth also provides manual options. The OSS functions available to CLECs through electronic interfaces are:
- 2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) interface, or the Telecommunications Access Gateway (TAG) interface. Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, NewSouth shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, NewSouth shall provide paper copies of customer record information within a reasonable period of time upon request by BellSouth. NewSouth agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that it 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.
- 2.2.1 Interfaces. BellSouth shall make available the following interfaces to NewSouth for access to pre-order functions: LENS; and TAG. Each such interface shall be available on a non-discriminatory basis in connection with pre-ordering for Resale services and UNEs that are available electronically.
- 2.2.2 The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. Each pre-order interface shall be available except for downtime attributable to maintenance and upload, twenty-four (24) hours a day, seven (7) days a week.
- 2.2.3 NewSouth shall be permitted to reserve a number, including, without limitation, a vanity number, for up to thirty (30) days for End Users.
- 2.2.4 All CSR data exchanged must be in English text, and not only USOC or FID format, provided that such information is maintained in textual format by BellSouth. All other data shall be in a mutually agreed upon nomenclature.
- 2.2.5 Upon request, BellSouth shall provide NewSouth with pre-order information in batch transmission to the extent available or provided to any other Telecommunications Carrier on the same terms and conditions and at the same rates.
- 2.2.6 Pre-ordering functions shall be provided at parity as measured by the Performance Measurement metrics included in Attachment 9 hereto.

2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. Access is provided through an Electronic Data Interchange (EDI) interface, or the TAG ordering interface for non-complex and certain complex resale requests and certain network elements. NewSouth may integrate the EDI interface with the TAG pre-ordering interface or the TAG ordering interface. BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface for non-complex and certain complex resale service requests and Unbundled Network Elements.

2.3.1 For generation of Resale service orders, ordering flows shall be available via such electronic interfaces for each of the following ordering functions: Conversion (“as is” or “with changes”); Change (features, listings, long distance); New Connect; Disconnect; From and To (change of premises with same service).

2.3.2 BellSouth shall provide to NewSouth electronic and manual interfaces for transmitting orders and receiving Firm Order Confirmation (“FOC”), completion notices, Due-Date Jeopardies, Design Layout Records, and, as available, other provisioning data and information. BellSouth shall provide NewSouth with a FOC for each Resale and UNE order. The FOC includes: purchase order number, telephone number, Local Service Request number, due date, and Service Order number.

2.3.3 BellSouth shall provision Resale Services and UNEs as prescribed in NewSouth service order requests. Access to status on electronically-submitted Resale services and UNEs shall be provided via the electronic interfaces. Access to status on manually-submitted service order requests shall be provided on BellSouth’s Internet website.

2.3.4 BellSouth shall provide notice of a lack of facilities availability at parity to that BellSouth provides to itself, its Affiliates, or any other Telecommunications Carrier.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows NewSouth to report and monitor service troubles and obtain repair services. BellSouth shall offer NewSouth service trouble reporting in a non-discriminatory manner that provides NewSouth the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides NewSouth an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth offers NewSouth non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides non-discriminatory trouble reporting through the ECTA Gateway. BellSouth also offers ECTA functionality through the human-to-machine EC-CPM/TA

interface. If NewSouth requests BellSouth to repair a trouble after normal working hours, NewSouth will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs, in the event BellSouth is required to pay overtime charges to the technicians repairing or isolating the service.

- 2.5 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Electronic Interface Change Control Process ("EICCP). Reasonable and nondiscriminatory guidelines for this process are set forth in the EICCP document, and as it is amended from time to time during this agreement.
- 2.6 Migration of NewSouth to New Software Releases for National Standard Machine-to-Machine Electronic Interfaces. Pursuant to the change management process, BellSouth will issue new software releases for new industry standards for its industry standard, machine-to-machine electronic interfaces. When a new release of new industry standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to NewSouth with sufficient notice to allow NewSouth to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.
- 2.7 Rates. To the extent approved by the Commission or otherwise agreed to by the Parties, all costs incurred by BellSouth to develop and implement operational interfaces to the OSS shall be recovered from the carriers that use the services. Charge for use of OSS shall be as set forth in the General Terms and Conditions of of this Agreement.
- 2.8 The electronic OSS Charges rather than the manual ordering charges shall apply to Local Service Request submitted by NewSouth when BellSouth's existing electronic interfaces normally utilized by NewSouth are unavailable for reasons other than scheduled maintenance or other scheduled activities for which advance notification is required and provided by BellSouth.
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 NewSouth will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if NewSouth wishes to reinstate an order, NewSouth may be required to submit a new service order.
- 3.2 Single Point of Contact. NewSouth will be the single point of contact with BellSouth for ordering activity for network elements and other services used by NewSouth 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. NewSouth and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by NewSouth to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify NewSouth that such an order has been processed, but will not be required to notify NewSouth in advance of such processing.

- 3.3 Use of Facilities. When a customer of NewSouth elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to NewSouth by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities (i) where BellSouth is providing switching; (ii) when the facility is in a denied state (i.e., service is no longer being provided over the facility but the facility has not been disconnected); and (iii) BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.
- 3.3.1 Upon receipt of a service order, BellSouth will do the following:
- 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.
- 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
- 3.3.1.3 Notify NewSouth after the disconnect order has been completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.

BellSouth shall provide single points of contact ("SPOC") for the provisioning of Resale Services (LCSC) and UNEs (UNE Center) ordered by NewSouth. Pre-ordering and ordering electronic interfaces shall be available, subject to downtime for scheduled maintenance and other scheduled activities for which advance notification is required and provided by BellSouth, seven (7) days a week, 24 hours a day. BellSouth shall provide access to assistance for technical issues such as connectivity and passwords related to LENS, TAG and TAFI, and to the "EDI Central Group" for

technical problems with EDI. Assistance will be available by telephone during normal business hours and through other contacts on nights, weekends and holidays.

- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.6 Cancellation Charges. If NewSouth 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.
- 3.7 Disaster Recovery Plan. BellSouth's Disaster Recover Plan is as set forth in Attachment 11 of this Agreement.
- 3.8 Ordering and Provisioning Information. BellSouth shall provide the following to NewSouth upon request:
 - 3.8.1 Design Layout Records ("DLRs") for designed unbundled Network Elements where applicable;
 - 3.8.2 Advance information on the details and requirements for planning and implementation of NPA splits; and
 - 3.8.3 Access to the Regional Street Address Guide ("RSAG") information via LENS, TAG or RoboTAG™ pre-ordering.
- 3.9 Each Party shall establish mutually acceptable methods and procedures for handling all misdirected calls from the other Party's End Users. Each Party, on a reciprocal basis, shall refer all misdirected calls that it receives from the other Party's End Users to a designated number of the other Party as set forth in this section. NewSouth and BellSouth each shall be responsible for providing the other party with its current toll free number. The foregoing shall apply only when the Party receiving such call knows or has reason to know that the call is misdirected from an End User of the other Party hereto.
- 3.10 BellSouth shall provide order format specifications to NewSouth for all available services, features, and functions and for ancillary data required by BellSouth to provision those services.
- 3.11 BellSouth shall provide NewSouth with standard expected provisioning intervals for all unbundled Network Elements.
- 3.12 BellSouth shall not reconfigure any NewSouth service arrangements of any NewSouth End User for Resale services, UNEs or Combinations, unless so directed by NewSouth. Any NewSouth End User that contacts BellSouth regarding a change

to its NewSouth service (excluding changes in its local service provider) shall be advised to contact NewSouth. Any BellSouth End User that contacts NewSouth regarding a change in BellSouth service (excluding changes in its local service provider) shall be advised to contact BellSouth.

- 3.13 The Parties shall provide a generic intercept referral message that includes any new telephone number of an End User for the same period of time that BellSouth currently provides such a message for its own End Users. The intercept message shall be similar in format to the intercept referral message currently provided by BellSouth for its own End Users.
- 3.14 BellSouth shall perform all pre-testing necessary to ensure the services ordered meet the specifications outlined in the technical service description provided by BellSouth for the service being ordered.
- 3.15 Any written "leave behind" materials that BellSouth technicians provide to NewSouth End Users shall be non-branded materials that do not identify the work being performed as being by BellSouth. These materials shall include, without limitation, non-branded forms for the Customer and non-branded "not at home" cards.
- 3.16 If a NewSouth End User requests a change of service at the time of installation, BellSouth technicians shall direct them to contact NewSouth directly and provide a toll-free number supplied by NewSouth. When a BellSouth employee visits the premise of an NewSouth End User, the BellSouth employee shall inform the Customer that he or she is there acting on behalf of NewSouth.
- 3.17 BellSouth shall provide telephone and/or facsimile notification to NewSouth of any NewSouth end user service requests and charges therefore not authorized on the NewSouth service request, and obtain NewSouth's approval prior to commencing work.
- 3.18 Each Party shall train and direct its employees who have contact with End Users of the other Party in the process of provisioning, maintenance or repair not to disparage the other Party or its services in any way to the other Party's End Users.
- 3.19 When NewSouth places an order, NewSouth shall specify a requested Due Date, and BellSouth shall specify a Due Date based on the applicable intervals. In the event NewSouth's requested date is less than the standard interval, NewSouth shall contact BellSouth by telephone or use the expedite request field on the order as directed by BellSouth and the Parties shall negotiate an expedited Due Date as set forth in this Agreement. Expedite charges shall be as set-forth in Attachment 2 of this Agreement. BellSouth shall not complete the order prior to the Due Date unless authorized by NewSouth. If BellSouth misses the Due Date, BellSouth shall promptly notify NewSouth of the revised installation Due Date. If NewSouth requests that an order be expedited, BellSouth shall notify NewSouth of the status of the order (i) by the end of the same Business Day when such expedite requests are made prior to noon; or (ii) by noon the following Business Day otherwise.

- 3.20 NewSouth and BellSouth shall agree to escalation procedures and contacts for resolving questions and disputes related to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. The Parties shall use best efforts to notify each other of any modifications to these contacts within ten (10) days of any such modifications.
- 3.21 BellSouth shall transmit to NewSouth a FOC or, in the alternative, notification of the lack of available facilities within time periods specified hereafter, after BellSouth's receipt of a complete and correct order from NewSouth, provided, however, that an order for complex services requiring a service inquiry shall be deemed received for these purposes only after completion of the service inquiry. The FOC shall contain a commitment date, which shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time. If NewSouth uses LENS, EDI, or any other electronic interface for the submission of the order, the FOC or notification shall be posted by BellSouth in such interface within twenty-four (24) hours of receipt of the order for all fully mechanized requests. If NewSouth does not use these interfaces, or these interfaces are not available for the service or UNE being ordered, BellSouth shall transmit the FOC or notification by telecopier to a toll-free number provided by NewSouth within forty-eight (48) hours of BellSouth's receipt of the order. When NewSouth submits a complete and correct LSR for SPNP and an associated unbundled Loop simultaneously, BellSouth shall likewise issue a FOC for both the Loop and the SPNP simultaneously.
- 3.22 For Local Service Requests submitted via an electronic interface, BellSouth shall notify NewSouth via the same electronic interface, of Rejections/Errors contained in any of the data element(s) field(s) contained on any NewSouth Local Service Request. For Local Service Requests submitted manually, BellSouth shall notify NewSouth by facsimile of such Rejections and Errors. BellSouth will notify NewSouth of Rejections or Errors in 95% of mechanized orders within one (1) hour from BellSouth's receipt of the order. BellSouth will notify NewSouth of Rejections or Errors in 85% of non-mechanized and partially mechanized orders within forty-eight (48) hours from BellSouth's receipt of the order.

Attachment 7
Billing and Billing Accuracy Certification

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BILLING AND BILLING ACCURACY CERTIFICATION

1. Payment and Billing Arrangements

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

- 1.1 **Billing.** BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that NewSouth requests. BellSouth will bill and record in accordance with this Agreement those charges NewSouth incurs as a result of NewSouth 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 NewSouth, NewSouth shall bill BellSouth in CABS format or in accordance with industry standards.
 - 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, NewSouth will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.
- 1.3 **Payment Responsibility.** Payment of all charges will be the responsibility of the billed Party. The billed Party shall make payment to the billing Party for all services billed. The billing Party is not responsible for payments not received by the billed Party from the billed Party's customer. The billing Party will not become involved in billing disputes that may arise between the billed Party and the billed Party's customer. Payments made to the billing Party as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 1.4 **Payment Due.** The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the billing Party.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

- 1.5 Tax Exemption. Upon proof of tax exempt certification from NewSouth, the total amount billed to NewSouth will not include those taxes or fees for which the CLEC is exempt. NewSouth will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of NewSouth.
- 1.6 Late Payment. If any portion of the payment is received by the billing Party after the payment due date as set forth preceding, or if any portion of the payment is received by the billing Party in funds that are not immediately available to the billing Party, then a late payment penalty shall be due to the billing 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. When BellSouth is the billing Party, the late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, as appropriate. When NewSouth is the billing Party the late factor shall be one and one-half percent (1.5%) per month. The billed 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 the applicable state law.
- 1.7 Discontinuing Service to NewSouth. The procedures for discontinuing service to NewSouth are as follows:
 - 1.7.1 BellSouth reserves the right to suspend or terminate service for nonpayment of services or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by NewSouth of the rules and regulations contained in BellSouth's tariffs.
 - 1.7.2 If payment of Undisputed Amounts due, as described in Section 3 of this Attachment, is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to NewSouth that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty (30) days notice to NewSouth at the billing address to discontinue the provision of existing services to NewSouth at any time thereafter.

- 1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and NewSouth's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to NewSouth without further notice.
- 1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, NewSouth's services will be discontinued. Upon discontinuance of service on NewSouth's account, service to the NewSouth's end users will be denied. BellSouth will reestablish service at the request of the end user or NewSouth for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. NewSouth 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, NewSouth 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 BellSouth's reasonable and nondiscriminatory discretion, some other form of security. Any such security deposit shall in no way release NewSouth 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 reasonable 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. 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 NewSouth fails to remit to BellSouth any deposit requested pursuant to this Section, service to NewSouth may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to NewSouth's account(s).
- 1.9 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 NewSouth and to disconnection of services for nonpayment of charges, shall be forwarded to the individual and/or address provided by NewSouth in establishment of its billing accounts with BellSouth, or to the individual and/or address subsequently provided by NewSouth as the contact for

billing information. All monthly bills and the notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notice from NewSouth to BellSouth's billing organization, a final notice of disconnection of services purchased by NewSouth under this Agreement shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.

- 1.10 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. Billing Accuracy Certification

- 2.1 Upon request, BellSouth and NewSouth will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.
- 2.2 As part of the billing quality assurance program, BellSouth and NewSouth will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide NewSouth with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, NewSouth will pay all bills received from BellSouth in full by the payment due date.
- 2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.
- 2.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.
- 2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the bill date. The month being closed represents those charges that were billed or should have been billed by the designated bill date.

3. Billing Disputes

- 3.1 Where the Parties have not agreed upon a billing quality assurance program, or where such process does not encompass all billing disputes, billing disputes shall be handled pursuant to the terms of this section.
- 3.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. 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.
- 3.1.2 For purposes of this Section 3, 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 the 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 3. Once the billing dispute is resolved, the disputing Party will make immediate payment on 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.
- 3.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority

pursuant to its tariffs. No interest or late payment penalties shall be assessed in the event that the billed Party prevails in a billing dispute.

4. RAO Hosting

- 4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to NewSouth 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 reasonable and nondiscriminatory revisions as may be made from time to time by BellSouth. BellSouth will use best efforts to provide NewSouth with 30 days' advanced notice of such revisions.
- 4.2 NewSouth shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 4.3 Compensation amounts, if applicable, will be billed by BellSouth to NewSouth on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4.4 NewSouth must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from NewSouth 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 NewSouth and will coordinate all associated conversion activities.
- 4.5 BellSouth will receive messages from NewSouth that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from NewSouth.
- 4.7 All data received from NewSouth that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

- 4.8 All data received from NewSouth that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by NewSouth and will forward them to NewSouth on a daily basis.
- 4.10 Transmission of message data between BellSouth and NewSouth will be via CONNECT:Direct.
- 4.11 All messages and related data exchanged between BellSouth and NewSouth will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 4.12 NewSouth will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 4.13 Should it become necessary for NewSouth to send data to BellSouth more than sixty (60) days past the message date(s), NewSouth will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and NewSouth to notify all affected Parties.
- 4.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or NewSouth) identified and agreed to, the company responsible for creating the data (BellSouth or NewSouth) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from NewSouth, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify NewSouth of the error condition. NewSouth 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, NewSouth will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

- 4.16 In association with message distribution service, BellSouth will provide NewSouth with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 4.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.
- 4.18 RAO Compensation
 - 4.18.1 Rates for message distribution service provided by BellSouth for NewSouth are as set forth in Exhibit A to this Attachment.
 - 4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.
 - 4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and NewSouth for the purpose of data transmission. Where a dedicated line is required, NewSouth will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. NewSouth will also be responsible for 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 NewSouth. Additionally, all message toll charges associated with the use of the dial circuit by NewSouth will be the responsibility of NewSouth. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
 - 4.18.4 All equipment, including modems and software that is required on the NewSouth end for the purpose of data transmission will be the responsibility of NewSouth.
- 4.19 Intercompany Settlements Messages
 - 4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by NewSouth 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 NewSouth and the involved company (ies), unless that company is participating in NICS.
 - 4.19.2 Both traffic that originates outside the BellSouth region by NewSouth and is billed within the BellSouth region, and traffic that originates within the BellSouth region

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

- 4.19.3 Once NewSouth is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 4.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of NewSouth. BellSouth will distribute copies of these reports to NewSouth on a monthly basis.
- 4.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of NewSouth. BellSouth will distribute copies of these reports to NewSouth on a monthly basis.
- 4.19.6 BellSouth will collect the revenue earned by NewSouth 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 NewSouth. BellSouth will remit the revenue billed by NewSouth 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 of NewSouth. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to NewSouth via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 4.19.7 BellSouth will collect the revenue earned by NewSouth 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 NewSouth. BellSouth will remit the revenue billed by NewSouth 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 NewSouth via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

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

5. Optional Daily Usage File

- 5.1 Upon written request from NewSouth, BellSouth will provide the Optional Daily Usage File (ODUF) service to NewSouth pursuant to the terms and conditions set forth in this section.
- 5.2 The NewSouth shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
- 5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a NewSouth customer.
- Charges for delivery of the Optional Daily Usage File will appear on the NewSouth's monthly bills. The charges are as set forth in Exhibit A to this Attachment.
- 5.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 5.5 Messages that error in the billing system of the NewSouth will be the responsibility of the NewSouth. If, however, the NewSouth should encounter significant volumes of errored messages that prevent processing by the NewSouth within its systems, BellSouth will work with the NewSouth to determine the source of the errors and the appropriate resolution.
- 5.6 The following specifications shall apply to the Optional Daily Usage Feed.
- 5.6.1 Usage To Be Transmitted
- 5.6.1.1 The following messages recorded by BellSouth will be transmitted to the NewSouth:
- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
 - Measured billable Local
 - Directory Assistance messages
 - IntraLATA Toll
 - WATS & 800 Service
 - N11
 - Information Service Provider Messages
 - Operator Services Messages
 - Operator Services Message Attempted Calls (Network Element only)
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service

- 5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to NewSouth.
- 5.6.1.4 In the event that NewSouth detects a duplicate on Optional Daily Usage File they receive from BellSouth, NewSouth will drop the duplicate message (NewSouth will not return the duplicate to BellSouth).
- 5.6.2 Physical File Characteristics
 - 5.6.2.1 The Optional Daily Usage File will be distributed to NewSouth via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and NewSouth for the purpose of data transmission. Where a dedicated line is required, NewSouth will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. NewSouth 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 NewSouth. Additionally, all message toll charges associated with the use of the dial circuit by NewSouth will be the responsibility of NewSouth. 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 NewSouth end for the purpose of data transmission will be the responsibility of NewSouth.
- 5.6.3 Packing Specifications
 - 5.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

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

The data will be packed using ATIS EMI records.

5.6.4 Pack Rejection

- 5.6.4.1 NewSouth 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. NewSouth will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to NewSouth by BellSouth.

5.6.5 Control Data

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

5.6.6 Testing

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

6. **Access Daily Usage File**

- 6.1. Upon written request from NewSouth, BellSouth will provide the Access Daily Usage File (ADUF) service to NewSouth pursuant to the terms and conditions set forth in this section.

- 6.2 The NewSouth shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.
- 6.3 The Access Daily Usage Feed will contain access messages associated with a port that NewSouth has purchased from BellSouth
- 6.4 Charges for delivery of the Access Daily Usage File will appear on the NewSouth's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 6.5 Messages that error in the billing system of the NewSouth will be the responsibility of the NewSouth. If, however, the NewSouth should encounter significant volumes of errored messages that prevent processing by the NewSouth within its systems, BellSouth will work with the NewSouth to determine the source of the errors and the appropriate resolution.
- 6.6 Usage To Be Transmitted
- 6.6.1 The following messages recorded by BellSouth will be transmitted to NewSouth:
- Originating and terminating interstate and intrastate access records associated with a port.
- Terminating access records for undetermined jurisdiction access records associated with a port.
- 6.6.2 When NewSouth purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:
- Originating from Network Element and carried by Interexchange Carrier:
- BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF
- Originating from network element and carried by BellSouth (NewSouth is BellSouth's toll customer):
- BellSouth will bill resale toll rates to NewSouth and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to NewSouth via ADUF.
- Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to NewSouth and send access record to NewSouth.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to NewSouth and send access record to NewSouth.

- 6.6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to NewSouth.
- 6.6.4 In the event that NewSouth detects a duplicate on the Access Daily Usage File they receive from BellSouth, NewSouth will drop the duplicate message (NewSouth will not return the duplicate to BellSouth.)
- 6.6.5 Physical File Characteristics
 - 6.6.5.1 The Access Daily Usage File will be distributed to NewSouth via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and NewSouth for the purpose of data transmission. Where a dedicated line is required, NewSouth will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. NewSouth 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 NewSouth. Additionally, all message toll charges associated with the use of the dial circuit by NewSouth will be the responsibility of NewSouth. 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 NewSouth end for the purpose of data transmission will be the responsibility of NewSouth.

6.6.6 Packing Specifications

- 6.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to NewSouth which BellSouth RAO that is sending the message. BellSouth and NewSouth will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by NewSouth and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.6.7 Pack Rejection

- 6.6.7.1 NewSouth 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. NewSouth will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to NewSouth by BellSouth.

6.6.8 Control Data

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

6.6.9 Testing

- 6.6.9.1 Upon request from NewSouth, BellSouth shall send test files to NewSouth for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

7. **Enhanced Optional Daily Usage File**

- 7.1 Upon written request from NewSouth, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to NewSouth pursuant to the terms and conditions

set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

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

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

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

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

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

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

7.6.1 Usage To Be Transmitted

7.6.1.1 The following messages recorded by BellSouth will be transmitted to the NewSouth:

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

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

7.6.1.2 BellSouth will perform duplicate record checks on EODUF records

processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to NewSouth.

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

7.6.2 Physical File Characteristics

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

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

7.6.3 Packing Specifications

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

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

The data will be packed using ATIS EMI records.

BELLSOUTHNEWSOUTH RATES
ODUF/EOUF/ADUF/CMDS

DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
ODUF: Recording, per message	N/A	\$0.0022	\$0.008	\$0.008	\$0.008611	\$0.00019	\$0.0001179	\$0.008	\$0.002862	\$0.008	
EOUF: Message Processing, per message	N/A	\$0.0033	\$0.004	\$0.004	\$0.002357	\$0.0024	\$0.002089	\$0.004	\$0.0032344	\$0.004	
ADUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	
CMDS: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	
ODUF: Message Processing, per magnetic tape provisioned	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	
EOUF: Message Processing, per magnetic tape provisioned	N/A	\$55.19	\$54.95	\$54.95	\$55.08	\$47.30	\$54.82	\$54.95	\$54.72	\$54.95	
ADUF: Data Transmission (CONNECT-DIRECT), per message	N/A	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	
CMDS: Data Transmission (CONNECT-DIRECT), per message	N/A	\$0.000364	\$0.000364	\$0.000364	\$0.000365	\$0.000033	\$0.0000334	\$0.001	\$0.0000337	\$0.001	
ADUF: Data Transmission (CONNECT-DIRECT), per message	N/A	\$0.000364	\$0.000364	\$0.000364	\$0.000364	\$0.0000364	\$0.0000364	\$0.000364	\$0.0000364	\$0.000364	
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	
ADUF: Data Transmission (CONNECT-DIRECT), per message	N/A	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	
CMDS: Data Transmission (CONNECT-DIRECT), per message	N/A	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	
NOTES:											

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.

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 and/or Remedies in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission.

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)

for

NewSouth

BellSouth Standard Interconnection Agreement

Agreement Effective Date:	Agreement Expiration Date:
Account Manager:	Account Manager Tel No:

Attachment Name/Number	Section Number	Version Date	Planned Activities
Terms/Conditions Part A	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	15	2/29/00	
	16	2/29/00	
	17	2/29/00	
	18	2/29/00	
	19	2/29/00	
	20	2/29/00	
	21	2/29/00	
	22	2/29/00	
	23	2/29/00	
	24	2/29/00	
	25	2/29/00	
	26	2/29/00	
Terms/Conditions Part B		2/29/00	
1-Resale	1	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
NewSouth
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
	Exhibit D	2/29/00	
	Exhibit E	2/29/00	
	Exhibit F	2/29/00	
	Exhibit G	2/29/00	
		2/29/00	
		2/29/00	
2-Network Elements & Other Services	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)

for

NewSouth

BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	15	2/29/00	
	16	2/29/00	
	17	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
3-Local Interconnection	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
	Exhibit D	2/29/00	
	Exhibit E	2/29/00	
4-Physical Collocation	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)

for

NewSouth

BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
5-Access to Numbers & Number Portability	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
6-Ordering/Provisioning	Exhibit A	2/29/00	
	1	2/29/00	
	2	2/29/00	
7-Billing & Billing Accuracy Certification	3	2/29/00	
	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
8-ROW/Conduits/PolcAtt	7	2/29/00	
	Exhibit A	2/29/00	
	1	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)

for

NewSouth

BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
9-Perf Measurement	Pre-Ordering	2/29/00	
	Ordering	2/29/00	
	Provisioning	2/29/00	
	Maint/Repair	2/29/00	
	Billing	2/29/00	
	Opr Svcs/DA	2/29/00	
	E911	2/29/00	
	Trunk Grp Perf	2/29/00	
	Collocation	2/29/00	
	Appendix A	2/29/00	
	Appendix B	2/29/00	
	Appendix C	2/29/00	
10-Executive Summary		2/29/00	
		2/29/00	
11-Disaster Recovery		2/29/00	
		2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Business)

for

NewSouth

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 Part A	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		
	26		
Terms/Conditions Part B			
1-Resale	1		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
NewSouth
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
	Exhibit G		
	Exhibit H		
2-Network Elements & Other Services	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)

**for
NewSouth**

BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)

for

NewSouth

BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers & Number Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
7-Billing & Billing Accuracy Certification	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		
9-Perf Measurement	Pre-Ordering		
	Ordering		
	Provisioning		
	Maint/Repair		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)

for

NewSouth

BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	Billing		
	Opr Svcs/DA		
	E911		
	Trunk Grp Perf		
	Collocation		
	Appendix A		
	Appendix B		
	Appendix C		

Attachment 11
BellSouth Disaster Recovery Plan

***2000
BELLSOUTH
DISASTER RECOVERY PLANNING
For
CLECS***

CONTENTS

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELL SOUTH 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 BELL SOUTH 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 than 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 NewSouth 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. NewSouth 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 NewSouth 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 NewSouth makes a request of BellSouth to provide a new or custom capability or function to meet NewSouth'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 NewSouth and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.
- 3.0 A BFR/NBR shall be submitted in writing by NewSouth 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 NewSouth'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 NewSouth's Account Executive.
- 4.0 NewSouth may cancel a BFR or NBR at any time. If NewSouth cancels the request more than three (3) business days after submitting it, NewSouth shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation. If NewSouth does not cancel a BFR or NBR, NewSouth shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.
- 5.0 Within fifteen (15) business days of its receipt of a BFR or NBR from NewSouth, BellSouth shall respond to NewSouth 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 not otherwise required to be provided under the Act.

- 6.0 If BellSouth determines that the Interconnection, Network Element, or other facility or service option that is the subject of the BFR is technically feasible, BellSouth shall propose a firm price and a detailed implementation plan within forty (40) business days after receipt of the BFR. BellSouth may, but shall not be required, to provide a firm time and cost proposal for a NBR.
- 7.0 Within thirty (30) business days after its receipt of (i) a refusal of BellSouth to provide a BFR or NBR price quote, or (ii) the BFR or NBR price quote and implementation plan from BellSouth, NewSouth must either confirm or cancel its order for such facility or service option. If it believes such quote is not consistent with the requirements of the Act, NewSouth may at that time 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.
- 8.0 Unless NewSouth agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.
- 9.0 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.
- 10.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.