BELLSOUTH

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August 10, 2001

EXECUTIVE SECRETARY

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

Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and SBC Telecom Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. ~~01-00389~~ 01-00714

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, SBC Telecom 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 dated July 26, 2001.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Mr. David Hammock, SBC Telecom
General Counsel, SBC Telecom

#405172

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and SBC Telecom Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~01-00389~~ 01-00714

PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND SBC TELECOM PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, SBC Telecom ("SBC Telecom") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement (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, SBC Telecom and BellSouth state the following:

1. SBC Telecom and BellSouth have recently 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 SBC Telecom. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, SBC Telecom 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 SBC Telecom 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. SBC Telecom 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.

SBC Telecom and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties.

This 10th day of August, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

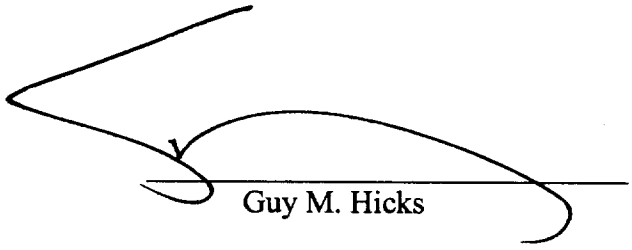
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

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 the 10th day of August, 2001.

Mr. David Hammock
SBC Telecom
Executive Director – Interconnection
Suite 1502
308 South Akard
Dallas, TX 75202

SBC Telecom
General Counsel
Suite 125IC40
5800 Northwest Parkway
San Antonio, Texas 78249



Guy M. Hicks

INTERCONNECTION AGREEMENT BETWEEN BELLSOUTH TELECOMMUNICATIONS INC. AND SBC TELECOM, INC.

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INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

THIS INTERCONNECTION AGREEMENT ("Agreement") is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation with offices at 675 W. Peachtree Street, Atlanta, Georgia 30375, and SBC Telecom, Inc. and SBC National, Inc. d/b/a SBC Telecom, (collectively referred to as "SBCT"), a Delaware corporation with offices at 5800 Northwest Parkway, San Antonio, Texas 78249, and shall be deemed effective as of July 26, 2001 ("Effective Date"). This Agreement may refer to either BellSouth or SBCT or both as a "Party" or "Parties."

W I T N E S S E T H

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, SBC Telecom, Inc. is or seeks to become a CLEC authorized to provide telecommunications services in the states of Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, SBCT wishes to resell BellSouth's Telecommunications Services and purchase network elements and other services, and the Parties wish to interconnect their networks at points of interconnection to provide, directly or indirectly, Telephone Exchange Service and Exchange Access, and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks, provide other services required by the Act and provide additional services as set forth in this Agreement, including Attachments 1 through 10, which are incorporated herein by this reference; and

WHEREAS, all of the unbundled Network Elements and interconnection arrangements provided in this Agreement have previously been made available by BellSouth to CLECs in the state(s) to which this Agreement is applicable;

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

1. Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another

person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

"Applicable Law" means all federal, state, and local statutes, laws, rules, regulations, codes, effective orders, decisions, injunctions, judgments, awards and decrees not subject to an effective stay that relate to a Party's obligations under and performance of this Agreement.

"As Defined in the Act" means as specifically defined by the Act.

"As Described in the Act" means as described in or required by the Act.

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

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

End User means the ultimate user of the Telecommunications Service.

Exchange Access is As Defined in the Act.

FCC means the Federal Communication Commission.

Network Element is As Defined in the Act.

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

Telecommunications Carrier is As Defined in the Act.

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.).

Telephone Exchange Service is As Described in the Act.

2. **Purpose**

This Agreement is intended to describe and enable specific interconnection, service, Network Element, and other arrangements between the Parties. The resale, access and interconnection obligations contained herein are intended to enable SBCT to provide competing Telephone Exchange Service and Exchange Access service within the territory of BellSouth. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

3. **Term of the Agreement**

3.1 The term of this Agreement shall be two (2) years which shall commence on the Effective Date, beginning July 26, 2001 and shall apply to the state(s) of Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

3.2 The Parties agree that, unless otherwise mutually agreed, by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 3.5 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Sections 3.4 and 3.5 below.

3.3 If, after one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 3.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

3.4 Except as set forth in Section 3.5 below, 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, SBCT has not issued a request to negotiate under Section 252 of the Act, and no arbitration proceeding has been filed in accordance with Section 3.3 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to SBCT 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 SBCT pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the date of execution. Nothing in this Section 3.4 precludes SBCT from at any time exercising its rights under Section 252(i) of the Act.

3.5 Notwithstanding Section 3.4 above, in the event that as of the date of expiration of this Agreement (1) the Parties have not entered into a Subsequent Agreement and (2) no arbitration proceeding has been filed in accordance with Section 3.3 above, and (3) SBCT either is not certified as a CLEC in the state to which this Agreement applies or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall not continue on a month to month basis but shall be deemed terminated for such state as of the expiration date hereof.

3.6 When SBCT provides its own facilities or retains another vendor to provide comparable Network Elements, products and/or services, BellSouth agrees to use its best efforts to effect an orderly and efficient transition to SBCT or other vendor.

4. **OSS**

SBCT shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement.

5. **Parity**

When SBCT 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 SBCT shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of SBCT 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 provided by BellSouth shall be designed and shall operate to meet the same technical criteria and service standards that are used within BellSouth's network and shall comport with Attachment 9 Performance Measurements.

6. **White Pages Listings**

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

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

6.2.1 Rates. So long as SBCT provides subscriber listing information to BellSouth in accordance with Section 6.3 below, BellSouth shall provide to SBCT one (1) primary White Pages listing per SBCT subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.

6.3 Procedures for Submitting SBCT Subscriber Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings:

6.3.1 Notwithstanding any provision(s) to the contrary, SBCT shall provide to BellSouth, and BellSouth shall accept, SBCT's Subscriber Listing Information (SLI) relating to SBCT's customers in the geographic area(s) covered by this Agreement. SBCT authorizes BellSouth to release all such SBCT SLI provided to BellSouth by SBCT to directory publishers and to directory assistance providers, but not to other parties such as telemarketers or sales solicitation companies. BellSouth shall provide such SBCT SLI 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. BellSouth's DPDS and tariff shall prohibit directory publishers and directory assistance providers purchasing thereunder from using SBCT's SLI for any purpose other than the provision of directories or directory assistance, as the case may be. Such CLEC SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

6.3.2 No compensation shall be paid to SBCT for BellSouth's receipt of SBCT 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 SBCTs SLI, or costs on an ongoing basis to administer the release of SBCT SLI, SBCT

shall pay to BellSouth its proportionate share of the reasonable costs associated therewith, provided, however, that before BellSouth incurs compensable costs on behalf of SBCT, BellSouth shall first provide SBCT with at least thirty (30) days advanced written notice and shall give SBCT the opportunity to cancel the authorization to release SBCT SLI to third parties.

6.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by SBCT under this Agreement. SBCT 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 SBCT's negligence or intentional misconduct. The procedures for indemnification are set forth in Section 9. This provision shall include, but shall not be limited to, claims resulting from or arising out of any third party's claim of inaccurate SBCT listings (which have not been altered by BellSouth) or use of the SLI provided pursuant to this Agreement. BellSouth may forward to SBCT any complaints received by BellSouth relating to the accuracy or quality of SBCT listings.

6.3.4 SBCT shall not be liable for the content or accuracy of any SLI provided by BellSouth. BellSouth shall indemnify, hold harmless and defend SBCT 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 negligence or intentional misconduct. The procedures for indemnification are set forth in Section 9.

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

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

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

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

6.7 Optional Listings. Unless otherwise agreed, additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

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

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

7.1 BellSouth shall, upon request of SBCT, provide to SBCT access to its network elements at any technically feasible point for the provision of SBCT's telecommunications service where access to such network element is necessary and failure to provide access would impair the ability of SBCT to provide services that it seeks to offer, within the meaning of Section 251(d) of the Act and the FCC's rules. Any request by SBCT for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Exhibit 1 hereto.

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

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

8.2 Subpoenas Directed to SBCT. Where BellSouth is providing to SBCT telecommunications services for resale or providing to SBCT the local switching function, then SBCT agrees that in those cases where SBCT receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to SBCT End Users, and where SBCT does not have the requested information, SBCT will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 8.1 above.

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

8.4 Intercept Devices. Local, state and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When

either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace, or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

8.5 Emergencies. If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect, or one-way denial of outbound calls for an End User of the other Party by the receiving Party's switch, the receiving Party will comply with a valid emergency request and notify the other Party that action was taken with such request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests made on behalf of the other Party's End User, and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims.

9. Liability and Indemnification

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

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

9.3 Liability for Acts or Omissions of Other Parties. Each Party shall be responsible only for services and facilities which are provided by that Party, its Affiliates, authorized agents, subcontractors, or others retained by such persons, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, the other Party's Affiliates, agents, subcontractors, or other persons retained by such persons. Neither Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service, unless such Telecommunications Carrier is an authorized agent, subcontractor or other person retained by the Party providing such service.

9.4 Limitation of Liability

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

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

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

9.4.4 Except for the indemnity obligation under Section 9, 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.

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

9.5 General Indemnity Rights. Each Party (the "Indemnifying Party") shall, at the other Party's request, defend and indemnify the other Party, its officers, directors, employees, agents, and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

9.5.1 any Loss arising out of, resulting from, or based upon injuries or damages to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or the actions, omissions or status of its employees, agents, and subcontractors;

9.5.2 any Loss arising out of or resulting from, any breach of representation, warranty, or covenant made by such Indemnifying Party in this Agreement;

9.5.3 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;

9.5.4 any Loss arising out of, resulting from, or based upon Indemnifying Party's use of services offered under this Agreement, involving Claims for libel, slander, or invasion of privacy arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's End Users;

9.5.5 any and all penalties imposed upon the Indemnifying Party from a failure to comply with CALEA and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA; and

9.5.6 any Loss arising from such Indemnifying Party's failure to comply with Applicable Law.

9.6 Nothing contained in this section will limit one Party's liability to the other for (i) willful or intentional misconduct (including gross negligence); or (ii) bodily injury, death, or damage to tangible real or tangible personal property proximately caused by a Party's negligent act or omission or that of their respective agents, subcontractors or employees, nor will anything contained in this section limit the Parties indemnification obligations, as specified below.

9.7 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.

9.8 Indemnification Procedures

9.8.1 Whenever a Party asserts indemnification rights under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim.

9.8.2 The Indemnifying Party shall have the right to defend against such Claim, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party.

9.8.3 If the Indemnifying Party does not accept the defense of such Claim, or until such time as the Indemnifying Party accepts the defense of such Claim, the Indemnified Party shall have the right to employ counsel for such defense and shall defend such Claim, at the expense of the Indemnifying Party; provided, however, that the Indemnified Party may not seek reimbursement for fees incurred during such time that the Indemnifying Party had no notice of the claim. The Indemnifying Party may seek reimbursement for the costs of such defense in the event that it is determined that the Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim

9.8.4 The Indemnifying Party shall not be liable for settlement by the Indemnified Party if the Indemnifying Party has not approved the settlement in advance, unless the Indemnifying Party has had the defense of the Claim tendered to it in writing and has failed to assume such defense within a reasonable time. In the event of such failure to assume defense, the Indemnifying Party shall be liable for any reasonable settlement made by the Indemnified Party without approval of the Indemnifying Party.

9.8.5 With respect to any defense accepted by the Indemnifying Party, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims subject to consultation with the Indemnified Party; provided, however, the Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at the Indemnified Party's expense.

9.8.6 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement and, at its own cost, to take over such defense; provided, however, that such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

9.8.7 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim, and the relevant records of

each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section Confidential Information in this Agreement.

10. **Intellectual Property Rights and Indemnification**

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

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

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

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

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

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

10.4.3 In the event 10.4.1 or 10.4.2 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. Any termination of service under this Section 10.4.3 shall not relieve the terminating Party from its obligation of indemnification under Section 9 for services provided prior to such termination.

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

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

11. **Proprietary and Confidential Information**

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

11.2 Use and Protection of Information. Recipient shall use the Information solely for the purpose(s) of performing its obligations under this Agreement, and Recipient shall protect Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect

Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Information; and (c) have personally agreed 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. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party promptly and use reasonable efforts to retrieve the lost or wrongfully disclosed Confidential Information.

11.3 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.

11.4 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 provided 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.

11.5 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section 11 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 Section 11. Such remedy is not the exclusive remedy for any breach or threatened breach of this Section 11, but is in addition to all other rights and remedies available at law or in equity. In the event of any breach of this Section for which legal or equitable relief is sought, all reasonable attorneys' fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

11.6 Survival of Confidentiality Obligations. The parties' rights and obligations under this Section 11 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all 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.

12. **Assignments**

12.1 Any assignment or transfer by either Party (whether by operation of law or otherwise) of this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party shall be void. A Party's consent to an assignment or transfer shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, each Party may assign this Agreement to an Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prompt written notice to the other Party of such assignment or transfer. If BellSouth sells or otherwise transfers to a third party its Telephone Exchange Service and Exchange Access network facilities in any territory within which BellSouth is an ILEC as of the Effective Date of this Agreement, or any portion thereof, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

12.2 In the event SBCT purchases more than fifty percent (50%) of the equity interests of a company (i.e., stock of a corporation, partnership interests of a partnership, membership interests of a limited liability company, etc.), or all or substantially all of the assets of a company (in either case, an "Acquired Company"), and the Acquired Company has an agreement with BellSouth (a "Prior BellSouth Contract") applicable to matters covered by the terms of this Agreement, SBCT or the Acquired Company, as the case may be, shall have the right to terminate the Prior BellSouth Contract and elect to have the terms and conditions of this Agreement thereafter apply to the business of the Acquired Company. SBCT or the Acquired Company, as the case may be, may exercise its rights pursuant to this Section by providing sixty (60) days prior written notice to BellSouth at any time.

13. **Resolution of Disputes**

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

14. **Taxes**

14.1 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.

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

14.2.1 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.

14.2.2 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.

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

14.3.1 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.

14.3.2 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.

14.3.3 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.

14.3.4 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.

14.3.5 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.

14.3.6 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.

14.3.7 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.

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

14.4.1 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.

14.4.2 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.

14.4.3 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.

14.4.4 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.

14.4.5 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.

14.4.6 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.

14.4.7 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.

14.5 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.

15. **Force Majeure**

15.1 In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns,

picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

15.2 Notwithstanding subsection 15.1, no delay or other failure to perform shall be excused pursuant to this Section by the acts or omissions of a Party's subcontractors, material men, suppliers or other third persons providing products or services to such Party, unless such acts or omissions are themselves the product of a force majeure condition.

16 **Year 2000 Compliance**

Each Party warrants that it has implemented a program the goal of which is to ensure that all software, hardware and related materials (collectively called "Systems") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

17. **Adoption of Agreements**

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to SBCT any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such Agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement that was adopted. If the elected provisions result in a lower price to SBCT for any interconnection, service, or Network Element arrangement, then BellSouth shall reduce such price as of the effective date of the adoption.

18. **Modification of Agreement**

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

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

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

18.4 Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 3 above.

19. **Non-waiver of Legal Rights**

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

20. **Severability**

If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and related provisions; provided however, that such rejected portion shall not affect the validity of the remainder of this Agreement. If impasse is reached, the Parties will resolve said impasse under the dispute resolution process provided in Section 13 Resolution of Disputes of this Agreement.

21. **Waivers**

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

22. **Governing Law**

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

23. **Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned Parties.

24. **Notices**

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

BellSouth Telecommunications, Inc.

Account Team
600 North 19th Street
Birmingham, Alabama 35203

and

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

SBC Telecom, Inc.

David Hammock
Executive Director - Interconnection
Suite 1502
308 South Akard
Dallas, TX 75202

with a copy to:

SBC Telecom
General Counsel
Suite 125IC40
5800 Northwest Parkway
San Antonio, Texas 78249

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

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

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

25. **Rule of Construction**

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

26. **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.

27 **Cross References**

Unless the context shall otherwise require, any reference to any agreement, other instrument, statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff, as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

28. **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.

29. **Implementation of Agreement**

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

30. **Filing of Agreement**

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

30.2 For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by SBCT prior to filing of the Agreement. At such time as SBCT becomes certificated to do business as a

CLEC in the State of Louisiana, SBCT will provide such certification number to BellSouth for incorporation into this Agreement by way of amendment.

31. **Compliance with Applicable Law**

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

32. **Necessary Approvals**

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

33. **Good Faith Performance**

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

34. **Nonexclusive Dealings**

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

35. **Survival**

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

36. **True Up**

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

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

36.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of 36.4 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 13 of the General Terms and Conditions and Attachment 1 of the Agreement.

36.3 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 13 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

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

37. **Authorization**

37.1 BellSouth is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia and has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

37.2 SBCT is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

38. **Third Party Beneficiaries; Disclaimer of Agency**

This Agreement is for the sole benefit of the Parties and their permitted assigns (as set forth in the Assig[illegible] Section of this Agreement), and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder with the exception of BAPCO and permitted assigns of either Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or

authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business. Nothing contained in this Agreement shall be deemed or construed by the Parties or any third party to create the relationship of principal and agent or of partnerships or joint venture.

39. **Remedies**

No remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

40. **Technical Specifications**

40.1 Technical publications describe the practices, procedures, specifications and interfaces generally utilized by BellSouth, and are listed or made available on www.interconnection.bellsouth.com. These technical publications assist the Parties in meeting their respective interconnection responsibilities. To the extent BellSouth technical publications are not available on the BellSouth web-site, copies of the publications shall be provided to SBCT by BellSouth within five (5) business days of receipt of SBCT's written request for such publications.

40.2 This Agreement contains reference to numerous Guides maintained by BellSouth, including, but not limited to, the BellSouth Local Interconnection and Facility Based Ordering Guide, BellSouth Resale Ordering Guide, BellSouth Products and Services Interval Guide, and the BellSouth Facility Based CLEC Activation Requirements Customer Guide (together, "Guides"). Where this Agreement references any BellSouth Guides, the Parties agree to adhere to such Guides, provided that these Guides do not affect the substantive rights and obligations of the Parties under this Agreement. In the event of a conflict between this Agreement and any Guides, this Agreement controls.

41. **Network Changes**

Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. If a Party makes a change in its network that could reasonably be expected to materially affect the interoperability of its network with the other Party, the Party making the change shall provide notice of such change to the other Party in accordance with 47 CFR 51.325 through 51.335. The Party upgrading its network shall be solely responsible for the cost and effort of accommodating such changes in its own network. In addition, BellSouth may elect to conduct Central Office Switch conversions for the improvement of its network. During such conversions,

SBCT orders for interconnection trunks and UNEs from that switch shall be suspended for a period of time that is at parity with the intervals that BellSouth provides for its own End Users, its affiliates or any other CLEC.

42. **Network Facilities**

Each Party is individually responsible for providing facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with BellSouth's network as referenced in Bellcore's BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

43. **Traffic Management and Network Harm**

43.1 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public-switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall as soon as practicable notify the other Party of any protective control action planned or executed.

43.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties.

43.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public-switched network. Information shared under this Section shall be limited to personnel responsible for managing and engineering their respective networks.

43.4 Neither Party shall use any product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that substantially impairs any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment. Upon prior written notice and after a reasonable opportunity to cure, either Party may discontinue or refuse service or Network

Elements causing the violation of this Section and only for so long as the violation occurs.

44. **Network Reliability**

The Parties shall work cooperatively to install and maintain a reliable network. The Parties shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other government security agencies and such other necessary information) to allow the other Party to install and maintain such a network.

45. **Audits and Examinations**

45.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's records and documents directly related to billing and invoicing no more than once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose, provided that such persons or firms do not have a conflict of interest related to other matters before one of the Parties. On-site audits may be conducted at the other Party's locations or the Party's vendors' locations. Such audit will commence at a time and place agreed on by the Parties, but no later than thirty (30) days after notice thereof.

45.2 Each Party will cooperate fully in any such audit, providing reasonable access to appropriate employees, records and documents reasonably necessary to assess the accuracy of the Party's bills. Each Party shall maintain records within each Party's retention guidelines that reasonably document the accuracy of such Party's bills. Each Party's right to access information for audit purposes is limited to data less than thirty-six (36) months in age. The Dispute Resolution provisions of this Agreement shall be used to resolve Disputes arising concerning requests for audits or examinations, or the results of the audits or examinations.

45.3 Each Party will promptly correct any billing error that is revealed in an audit and treat the error as a Disputed Amount in Attachment 7 Billing in this Agreement.

46. **Fraud**

46.1 Fraud Control. The Parties shall work cooperatively to investigate, minimize, and take corrective action in cases of fraud associated with third number billed calls, calling card calls, and any other services related to this Agreement including those provided in Attachment 2 Network Elements and Other Services. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other. In cases of

suspected fraudulent activity by an End User, at a minimum the cooperation will include providing to the other Party, upon request, information concerning End Users who terminate services to that Party without paying all outstanding charges. This exchange of information may be accomplished through a national database established for the purpose of sharing unpaid closed account information to which both Parties subscribe. SBCT will become liable for any toll fraud associated with its End User customers' accounts.

46.2 Fraud Protection. In order to proactively protect against toll fraud, BellSouth shall provide SBCT the ability to: (1) disallow call forwarding on all international calls; (2) disallow call transfer to international calls from Centrex lines; (3) block all 900/976 calls; (4) disallow call forwarding to "cut-through" type calls; (5) disallow pay-per-use call forwarding; (6) provide options for Billed Number Screening (BNS) on collect and billed to third calls. These funtionalities shall be at parity with the same fraud protection functionalities that BellSouth provides itself, it's own End Users, affiliates or any other CLEC. BellSouth will provide maintenance assistance 24 hours a day, 7 days a week for trouble resolution and dispatch. Requests for dispatch outside of BellSouth's normal hours of operation will be subject to overtime charges. Requests for provisioning assistance will be provided as set forth in Attachment 6 – Ordering and Provisioning, included herein by this reference.

47. **Independent Contractor**

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

48. **Labor Relations**

Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall minimize impairment of service to the other Party (by using its management personnel to perform work or by other means) to the extent permitted by Applicable Law.

49. **Publicity**

The Parties agree not to use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

50. **Environmental Hazards**

Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law or (ii) listed by any governmental agency as a hazardous substance.

51. **Intercept Referral Announcements**

51.1 BellSouth shall provide a basic referral announcement for the End User to which it had previously provided service, free of charge, on the abandoned telephone number. The announcement shall state that the called number has been disconnected or changed and provide the End User's new telephone number to the extent that it is listed or published.

51.2 Basic intercept referral announcements are to be provided on residential End User numbers where facilities exist and the threat of telephone number exhaustion is not imminent. The intercept referral announcement should be available for a period of time in parity with the intercept referral announcements that BellSouth provides for its' End Users.

51.3 Basic intercept referral announcements for a single line business End User and the primary listed telephone number for direct inward dialing and Centrex-type End Users, shall be available for a period of time in parity with the intercept referral announcements that BellSouth provides for its' End Users from the disconnection of business telephone number or the life of the white pages directory, whichever is greater, not to exceed 365 days. If the threat of telephone number exhaustion becomes imminent for a particular Central Office, the service provider may reissue a disconnected number prior to the expiration of the directory.

51.4 When BellSouth makes available enhanced intercept services to any of its own End Users, Affiliates or third parties, BellSouth will make such services available to SBCT.

52. **Coordinated Repair Calls**

52.1 Each Party shall inform its respective End Users of the telephone number to access its respective repair bureau. If either Party receives a misdirected repair call, the Parties agree to employ the following procedures for handling the calls:

52.2 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the End User will be provided the correct contact telephone number, if provided by SBCT to BellSouth.

52.3 In responding to repair calls, neither Party shall make disparaging remarks about the other, nor shall either Party use repair calls as the basis for internal referrals or to solicit customers or to market services, nor shall either Party initiate extraneous communications with the other Party's customers beyond the direct referral to the correct repair telephone number.

53. **Entire Agreement**

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement. Neither Party shall be bound by any 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 includes attachments with provisions for the following services:

Network Elements and Other Services
Local Interconnection
Resale
Physical Collocation
Remote Site Collocation
Performance Measurements

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

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

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

BellSouth Telecommunications, Inc.	**SBC Telecom, Inc.**
C W Boltz	David Hammock
Signature	Signature
C. W. Boltz	David Hammock
Name	Name
Managing Director	Executive Director
Title	Title
7-26-01	7-25-01
Date	Date

Bona Fide Request/New Business Request Process for Further Unbundling

1.1 BellSouth shall, upon request of SBCT, provide to SBCT access to its network elements at any technically feasible point for the provision of SBCT's telecommunications service in accordance with applicable law and FCC rules and orders. Any request by SBCT for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth following.

1.2 BFR Not Required. Where the FCC or Commission, in a generic order, has required or shall require BellSouth to offer a network element, interconnection option, or service not covered in this Agreement, BellSouth shall offer to SBCT said network element, interconnection option, or service in the same fashion as required by the generic proceeding and without submission of a BFR. If BellSouth provides any network element, interconnection option, or service that is not identified in this Agreement to itself, to any BellSouth affiliate, or to any other telecommunications carrier, BellSouth shall make available to SBCT, upon SBCT's request, and without submission of a BFR, the same network element, interconnection option, or service at parity. The Parties agree to amend the Agreement to include any rates, terms and conditions for any new network element, interconnection option, or service that BellSouth is required to make available to SBCT under this section.

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

1.4 To the extent possible, BellSouth will utilize information from previously developed BFRs to address similar arrangements in order to shorten the response times for the currently requested BFR and to decrease the development costs for the currently requested BFR. In the event SBCT has submitted a BFR for a network element, interconnection option, or service and BellSouth determines in accordance with the provisions of this Section that the BFR is technically feasible, the Parties agree that SBCT's

subsequent request or order for the identical type of network element, interconnection option, or service shall not be subject to the BFR process. To the extent BellSouth has previously deployed an identical network element, interconnection option, or service under a previous BFR for itself or any other carrier, a subsequent BFR is not required. However, BellSouth may require SBCT to reimburse the initial requesting carrier a pro rata share of the development costs as defined below. Similarly, if BellSouth or another CLEC avoids development costs because SBCT has already paid such costs for a particular network element, interconnection option, or service, then BellSouth shall reimburse SBCT a pro rata share of the development costs paid. For purposes of this Section, an "identical" request shall be one that is materially identical to a previous request with respect to the information provided.

1.5 BellSouth acknowledgment. Within five (5) business days of receipt of a BFR, BellSouth shall acknowledge its receipt and identify its single point of contact responsible for responding to the BFR and shall request any additional information needed to process the BFR. Within five (5) business days of receipt by BellSouth of a BFR from SBCT, BellSouth agrees to confer with SBCT to discuss the BFR to ensure that: (i) BellSouth properly understands SBCT's BFR, and (ii) to inform SBCT of the existence of any similar BFRs made by other parties. Notwithstanding the foregoing, BellSouth may request additional information from SBCT at any time during the processing of the BFR. If BellSouth claims, in response to a BFR made under this Section, that it cannot offer a particular network element, interconnection option, or service because it is technically infeasible, BellSouth must specify in detail which technical specifications cannot be met.

1.6 Preliminary Analysis delivery. Unless otherwise agreed by both Parties in writing, within thirty (30) calendar days of its receipt of a BFR, BellSouth shall provide to SBCT a Preliminary Analysis of the BFR. If BellSouth determines that it is not able to provide SBCT a Preliminary Analysis within thirty (30) calendar days of BellSouth's receipt of the BFR, BellSouth will inform SBCT as soon as practicable. SBCT and BellSouth will then determine a mutually agreeable date for delivery of the Preliminary Analysis. Within five (5) business days of SBCT's receipt of the BellSouth Preliminary Analysis and upon SBCT's request, BellSouth agrees to confer with SBCT to discuss BellSouth's Preliminary Analysis.

1.7 Preliminary Analysis details. The Preliminary Analysis will state whether BellSouth can meet SBCT's requirements and shall include BellSouth's proposed price (plus or minus 25 percent) and the date the BFR can be met. If BellSouth cannot provide the network element, interconnection option, or service by the requested date, it shall provide an alternative

proposed date together with a detailed explanation as to why BellSouth is not able to meet SBCT's requested date. The Preliminary Analysis also will include a detailed breakdown of the costs supporting the proposed price, including the development costs, as defined below, necessary to complete SBCT's BFR. BellSouth also shall indicate in the Preliminary Analysis its agreement or disagreement with SBCT's designation of the BFR as an obligation under the Telecommunications Act of 1996. If BellSouth does not agree with SBCT's designation, it may use the Dispute Resolution process set forth the General Terms and Conditions of this Agreement.

1.8 Notice to proceed. After providing the Preliminary Analysis to SBCT, BellSouth shall proceed with SBCT's BFR upon receipt of SBCT's written "notice to proceed." This "notice to proceed" shall not be construed by BellSouth as a waiver of SBCT's right to invoke any dispute resolution process as set forth in the General Terms and Conditions of this Agreement as to any issue, including BellSouth's proposed price, the reasonable, demonstrable, and actual costs incurred in the event of SBCT's cancellation of a BFR, or the amount of development costs paid. All payments are subject to adjustment according to the outcome of the dispute resolution process. In no event shall any dispute delay BellSouth proceeding with completing the BFR.

1.9 Development costs. After receipt and review of BellSouth's Preliminary Analysis, if SBCT decides to proceed, SBCT agrees to pay the fixed amount identified in the Preliminary Analysis for the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR. These costs will be referred to as "development costs." The development costs identified in the Preliminary Analysis are fixed. SBCT will begin processing the payment of development costs at the time it issues the written "notice to proceed" with payment due to BellSouth within 15 days of the issuance of the notice to proceed.

1.10 Interim payment in the event of price dispute. In the event of a dispute over payments made by SBCT or requested by BellSouth, including development costs and any interim progress payment, upon BellSouth's written request, SBCT agrees to negotiate an interim lump sum progress payment to compensate BellSouth for its reasonable, demonstrable and actual costs incurred in processing SBCT's BFR. The interim lump sum progress payment shall be calculated by determining the average between BellSouth's proposed price and SBCT's estimate of the price for processing its BFR. SBCT agrees to pay 50% of this amount as the interim lump sum progress payment. If SBCT's proposed price is less than 50% of BellSouth's proposed price, the average shall be calculated by assuming that SBCT's price is exactly 50% of BellSouth's proposed price.

1.11 Firm quote delivery. As soon as possible, but in no event later than sixty-five (65) calendar days after receipt of the Request, BellSouth shall provide SBCT with a firm BFR response that will include, at a minimum, the firm availability date, the installation intervals, a binding price quote, and a final detailed breakdown of all costs supporting the final price.

1.12 Acceptance or rejection of firm quote. Within thirty (30) calendar days after receipt of the firm BFR response from BellSouth, SBCT will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If BellSouth receives no response to the firm quote from SBCT within the thirty-day time frame, BellSouth shall issue a written request for confirmation that SBCT does not wish to proceed with the BFR. If BellSouth receives no response from SBCT within five (5) calendar days of its written request for confirmation, BellSouth may consider the BFR/NBR canceled. SBCT agrees to pay BellSouth the reasonable, demonstrable, and actual costs directly related to complying with SBCT's BFR up to the date of cancellation

1.13 Pricing Principles. Unless SBCT agrees otherwise, all proposed prices shall be derived in accordance with the Act and any applicable FCC and Commission rules and regulations. Payments for services purchased under a BFR will be made as specified in this Agreement, unless otherwise agreed to by SBCT.

1.14 Amendment. Upon SBCT's acceptance of the firm quote by BellSouth, the Parties shall amend the Agreement to incorporate the network element, interconnection option, or service contemplated by the BFR. The amendment shall include all pertinent rates, terms and conditions and shall be filed with the appropriate regulatory Commission pursuant to the requirements of the Act.

Attachment 1

Resale

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RESALE

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

1. Discount Rates

The wholesale rate that BellSouth will charge for a Telecommunications Service provided for resale to SBCT shall equal BellSouth's existing retail rate for the Telecommunications Service, less avoided retail costs. The discount rates applied to SBCT purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit A.

2. Definition of Terms

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

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

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

2.4 END USER means a third party residence or business that subscribes to the Telecommunications Services provided by either of the Parties for its own use.

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 (e.g., Complete Choice® Service).

2.7 RESALE means an activity wherein a certificated CLEC, such as SBCT, subscribes to the Telecommunications Services of BellSouth and then offers those Telecommunications Services to an End User.

3. General Provisions

3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail Telecommunications Services and other

services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to SBCT for resale those Telecommunications Services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customer who are not telecommunications carriers. Such services shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. These services will be provided by BellSouth in accordance with any applicable Commission service quality standards, including standards the Commission may impose pursuant to Section 252(e)(3) of the Act.

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

3.2.1 SBCT shall resell services to other End Users.

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

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

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

3.4 SBCT will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.

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

3.5.1 When a subscriber of SBCT or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the subscriber's service to the other Party concurrent with the due date of the service order, which shall be established based

on the standard interval for the subscriber's requested service as set forth in BellSouth Product and Services Interval Guide.

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

3.6 Current telephone numbers may be retained by the End User. However, telephone numbers which have been assigned to BellSouth by the North American Numbering Plan Administrator (NANPA) are assigned to the service furnished. Neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.

3.7 For the purpose of the resale of BellSouth's telecommunications services by SBCT, BellSouth will provide SBCT with on line access to telephone numbers for reservation on a first come first served basis. BellSouth shall provide number reservation pursuant to the appropriate FCC rules and regulations (e.g., FCC Report and Order and Further Notice of Proposed Rulemaking, CC Docket 99-200, Released March 31, 2000). BellSouth and SBCT will work cooperatively to reallocate reserved numbers where number shortages exist in a particular Common Language Location Identifier Code (CLLIC). Any such reallocation will be performed in a nondiscriminatory manner and will be performed at parity with any reallocation BellSouth performs on itself, its own end users, its affiliates or any other CLEC.

3.8 Further, upon SBCT's request, and for the purpose of the resale of BellSouth's telecommunications services by SBCT, BellSouth will reserve up to 100 telephone numbers per CLLIC, for SBCT's sole use. BellSouth shall provide number reservation pursuant to the appropriate FCC rules and regulations (e.g., FCC Report and Order and Further Notice of Proposed Rulemaking, CC Docket 99-200, Released March 31, 2000). SBCT acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of SBCT's reasonable need in that particular CLLIC.

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

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

3.11 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to SBCT's End Users, pursuant to Section 8 of the General Terms and Conditions.

3.12 If SBCT or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, SBCT has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

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

3.14 White page directory listings for SBCT End Users will be provided in accordance with Section 6 of the General Terms and Conditions.

3.15 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG) in accordance with Attachment 6 Ordering and Provisioning. Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, SBCT shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, upon request by BellSouth SBCT 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 SBCT 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.

3.16 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from CLECs who utilize the interfaces. Charges for use of Operational Support Systems (OSS) shall be as set forth in Attachment 6 of this Agreement.

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

- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities

- Call Forward Busy Line ("CF/B")
- Call Forward Don't Answer ("CF/DA")

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

3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for SBCT per the Bona Fide Request/New Business Request process as set forth in Section 7 of the General Terms and Conditions.

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

3.20 In the event SBCT acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to SBCT that Special Assembly at the wholesale discount at SBCT's option. SBCT shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable. If SBCT requires a special assembly, SBCT shall pay the costs incurred by BellSouth for providing the requested special assembly. BellSouth will provide the costs to SBCT prior to providing the service. Such costs could include both recurring and non-recurring charges and shall not be subject to the wholesale discount but shall exclude any cost attributable to any marketing, billing collection or other costs that will be avoided by BellSouth in providing service to SBCT.

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

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

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

3.24 Each Party will maintain and safeguard all carrier and customer information of the other Party according to CPNI privacy guidelines.

3.25 BellSouth shall provide SBCT the option of activating or deactivating usage sensitive features (e.g. continuous redial, last call return, call back calling, call trace, etc.) on a per line basis.

3.26 To the extent allowable by law, SBCT shall be responsible for Primary Interexchange Carrier (PIC and LPIC) change charges associated with such local exchange line. SBCT shall pay for all PIC and LPIC changes at the tariffed rate.

3.27 BellSouth shall not require a disconnect order from another LEC, in order to process SBCT's order for resale service.

4. Ancillary Services

4.1 Directory Assistance/Operator Services. To the extent Directory Assistance ("DA") services are provided to BellSouth End Users, BellSouth shall provide SBCT's End Users access to BellSouth DA services. SBCT shall pay BellSouth amounts attributable to DA services used by SBCT's End Users. Discounts associated with the utilization of DA service is set forth in Exhibit A of this Attachment.

4.1.1 BellSouth will provide access to Operator Services ("OS") to SBCT's End User to the same extent it provides OS to its own End Users. SBCT shall pay the charges associated with the use of such services by its End Users. Discounts associated with the utilization of OS are set forth in Exhibit A of this Attachment.

4.1.2 BellSouth shall make available to SBCT, upon request, the ability to customize route all Local Directory Assistance calls (411, (NPA)555-1212) dialed by SBCT End Users directly to the SBCT DA service platform, where technically feasible and consistent with FCC rules.

4.1.3 BellSouth shall make available to SBCT, upon request the ability to route Local Operator Service calls (0+, 0-) dialed by SBCT End Users directly to the SBCT local operator services platform, where technically feasible and consistent with FCC rules. Such traffic shall be routed using standard OS dialing protocols of 0+ and 0-. All direct routing capabilities shall permit SBCT's End User to dial the same telephone numbers for requesting carrier directory assistance and local operator service that similarly situated BellSouth End Users dial for reaching equivalent BellSouth services.

4.1.4 All direct routing capabilities described herein shall permit SBCT End Users to dial the same telephone numbers for SBCT DA and local OS as BellSouth End Users use to access similar services.

5. Branding

5.1 Neither Party shall make disparaging statements about the other Party or its facilities, products or services. SBCT may brand services included in this Attachment with its own brand name, but BellSouth will not provide for SBCT branding of those services. Either Party may respond with accurate information in answering customer questions.

5.2 In those instances where SBCT requires BellSouth personnel to interface directly with SBCT's Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as BellSouth's employees representing SBCT. BellSouth shall not use these contacts as the basis for internal referrals or to solicit customers or to market services.

5.3 Any "no access" cards and time and material invoices furnished during service calls by BellSouth personnel to SBCT Customers shall be available to SBCT for review and shall be provided to SBCT Customers in an unbranded form.

5.4 In no event shall BellSouth personnel acting on behalf of SBCT pursuant to this Agreement provide information to any existing SBCT Customer about BellSouth products or services.

5.5 Call Branding. If Operator Call Completion or Directory Assistance Service is a feature of Resale Service, BellSouth will brand OS/DA in SBCT's name upon SBCT's request.

6. BellSouth's Provision of Services to SBCT

6.1 Resale of BellSouth services shall be as follows:

6.1.1 The resale of Telecommunications Services shall be limited to users and uses conforming to the class of service restrictions.

6.1.2 Hotel and Hospital PBX services are the 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 Payphone Service Provider (PSP) customers. BellSouth agrees to sell to SBCT access line service for customer provided coin telephone services under the same terms and conditions that BellSouth provides such services to itself or any other End User, including volume and wholesale discounts, or as otherwise approved by the Commission, if at all. 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.

6.1.3 BellSouth reserves the right to periodically audit services purchased by SBCT to establish authenticity of use. Such audit shall not occur more than once in a calendar year. SBCT shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by SBCT for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

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

6.3 BellSouth shall allow SBCT to place service orders and receive phone number assignments (for new lines). BellSouth shall provide interface specifications for electronic access for these functions to SBCT. The Parties will cooperate to establish compatible Operational Support Systems for the purpose of ordering resale services as outlined in Attachment 6 Ordering and Provisioning.

6.4 SBCT shall resell the Telecommunications Services provided herein in the service area in which such resale services are offered on a retail basis by BellSouth to its End Users. If SBCT requests that facilities be constructed or enhanced to provide resold services, BellSouth will review such requests on a case-by-case basis. BellSouth will develop and provide to SBCT a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to BellSouth's retail End Users. If the quote is accepted, SBCT will be billed the quoted price and construction will commence after receipt of payment.

6.5 Changes in rates or charges ordered by the Commission shall be incorporated into the Agreement by way of an amendment pursuant to Section 18 of the General Terms and Conditions of this Agreement. The effective date of any such rate changes shall be the effective date of the amendment.

6.6 BellSouth will provide SBCT with the detailed billing information in a standard electronic format as outlined in Attachment 7 Billing and Billing Accuracy Certification.

6.7 Interexchange carried traffic (e.g., sent-paid, information services and alternate operator services messages) received by BellSouth for billing to resold End-User accounts will be returned as unbillable and will not be passed on to SBCT for billing. An unbillable code returned with those messages to the carrier will indicate

that the customer of record is no longer a BellSouth customer. BellSouth will also provide the OCN of the CLEC that now serves the End User.

7. Notices

7.1 Notices will be in accordance with General Terms and Conditions.

8. Maintenance of Services

8.1 SBCT will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement, as contained in Attachment 6 to this Agreement, regarding maintenance and installation of service.

8.2 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.

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

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

8.5 SBCT will contact the appropriate repair centers. SBCT will have the ability to report trouble for its End Users to appropriate BellSouth trouble reporting centers twenty-four (24) hours a day, seven (7) days a week. SBCT will be assigned a customer contact when initial service agreements are made. SBCT End Users calling BellSouth will be referred to SBCT at the number provided by SBCT.

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

8.7 BellSouth will bill SBCT 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.

8.8 BellSouth reserves the right to contact SBCT's End Users, if deemed necessary, for maintenance purposes.

9. Establishment of Service

9.1 SBCT will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for SBCT's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide Telecommunications Services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, as described in Section 9.6 below, BellSouth will begin taking orders for the resale of service.

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

9.3 SBCT shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that SBCT will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for SBCT's End User customer. SBCT must, however, be able to demonstrate End User authorization upon request.

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

9.5 If BellSouth is informed that an unauthorized change in local service to SBCT has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess SBCT 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 SBCT. In accordance with FCC Slamming Liability Rules, the relevant governmental agency will determine if an unauthorized change has occurred. Resolution of all relevant issues shall be handled directly with the authorized CLEC and SBCT.

9.6 BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

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

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

9.6.3 Such security deposit shall be two months' estimated billing.

9.6.4 The fact that a security deposit has been made in no way relieves SBCT 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.

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

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

9.6.7 Interest on a cash or cash equivalent security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

9.7 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons the premise, BellSouth is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities. Also, when a facility is in a denied state, BellSouth may reclaim the facility.

9.8 If BellSouth receives an order from another local service provider for an End User for whom SBCT is the current local service provider of record, then BellSouth shall notify SBCT of such order coincident with processing such order. In either scenario, it shall be the responsibility of both local service providers to resolve any issues related to the End User.

9.9 BellSouth shall not be responsible for the manner in which the use of resold service or the associated charges are allocated to others by SBCT. All applicable rates and charges for such services will be billed to and shall be the responsibility of SBCT.

9.10 SBCT shall be responsible for providing to its End Users and to BellSouth a telephone number or numbers that SBCT's End Users can use to contact SBCT in the event of service or repair requests. In the event that SBCT's End Users contact BellSouth with regard to such requests, BellSouth shall inform the End User to call SBCT and provide SBCT contact number.

9.11 SBCT will provide non-binding forecasts to BellSouth twice a year using the BellSouth network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on the SBCT's best estimates and include all resale products SBCT will be ordering within the forecast period. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure section of the General Terms and Conditions of this Agreement

10. Payment And Billing Arrangements

10.1 Prior to submitting orders to BellSouth for local service, a master account must be established for SBCT. SBCT 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.

10.2 BellSouth shall bill SBCT on a current basis all applicable charges and credits.

10.3 Payment of all charges will be the responsibility of SBCT. SBCT shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by SBCT from SBCT's End User. BellSouth will not become involved in billing disputes that may arise between SBCT 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.

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

10.5 BellSouth will bill SBCT in advance for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill SBCT, and SBCT will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees.

10.6 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 wi[illegible] received by BellSouth.

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

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

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

10.6.3 Billing Disputes

10.6.3.1 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:

10.6.3.2 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

10.6.3.3 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.

10.6.3.4 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.

10.7 Upon proof of tax exempt certification from SBCT, the total amount billed to SBCT will not include any taxes due from the End User to reflect the tax exempt certification and local tax laws. SBCT will be solely responsible for the

computation, tracking, reporting, and payment of taxes applicable to SBCT's End User.

10.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff or Section B2 of the Private Line Service Tariff, as applicable. SBCT 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.

10.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.

10.10 BellSouth will not perform billing and collection services for SBCT 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.

10.11 In general, BellSouth will not become involved in disputes between SBCT and SBCT's End User customers relating to resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, SBCT shall contact the designated Service Center for resolution. BellSouth will assist in the resolution of the dispute and will work with SBCT to resolve the matter in as timely a manner as possible. SBCT may be required to submit documentation to substantiate the claim.

11. Discontinuance of Service

11.1 The procedures for discontinuing service to an End User are as follows:

11.1.1 BellSouth will deny service to SBCT's End User on behalf of, and at the request of, SBCT. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of SBCT.

11.1.2 At the request of SBCT, BellSouth will disconnect a SBCT End User customer.

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

11.1.4 SBCT will be made solely responsible for notifying the End User of the proposed disconnection of the service.

11.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise SBCT when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by SBCT and/or the End User against any claim, loss or damage arising from providing this information to SBCT. It is the responsibility of SBCT 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.)

11.1.6 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.

11.2 The procedures for discontinuing service to SBCT are as follows:

11.2.1 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 SBCT of the rules and regulations of BellSouth's Tariffs.

11.2.2 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 SBCT, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, provide written notice to the person designated by SBCT to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to SBCT, if payment is not received by the thirtieth day following the date of the notice.

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

11.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and SBCT's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to SBCT without further notice.

11.2.5 Upon discontinuance of service on a SBCT's account, service to SBCT's End Users will be denied. BellSouth will also reestablish service at the request of the End User or SBCT upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. SBCT is solely responsible for notifying the End User of the proposed disconnection of the service.

11.2.6 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.

11.2.7 BellSouth shall provide notice to SBCT of customers who have disconnected service from SBCT. Such notice shall be provided to SBCT via the Loss Notification Report which can be accessed via the internet. The Loss Notification Report will provide: the end user account telephone number, customer name, date disconnected and the reason the customer disconnect from SBCT. The report is updated Monday through Friday on a daily basis.

12. Line Information Database (LIDB)

12.1 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.

12.2 BellSouth will provide LIDB Storage upon written request to SBCT Account Manager stating requested activation date.

13. RAO Hosting

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

14. Optional Daily Usage File (ODUF)

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

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

15. Enhanced Optional Daily Usage File (EODUF)

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

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

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by SBCT for the purposes of resale to SBCT End Users shall be available at the following discount off of the retail rate. If SBCT 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 SBCT provides its own operator services and directory services, the discount shall be 21.56%. SBCT 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	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
3	Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7	MemoryCall®Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Non-RecurCharges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11	End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13	Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

Applicable Notes:

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

LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

I. SCOPE

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

B. LIDB is accessed for the following purposes:

1. Billed Number Screening

2. Calling Card Validation

3. Fraud Control

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

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

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

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

II. FEES FOR SERVICE AND TAXES

A. SBCT will not be charged a fee for storage services provided by BellSouth to SBCT, 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 SBCT in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

III. MISCELLANEOUS

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

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

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

RESALE ADDENDUM

TO LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

I. GENERAL

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

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 SBCT.

III. RESPONSIBILITIES OF PARTIES

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

Optional Daily Usage File

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

2. SBCT 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 SBCT customer.

   Charges for delivery of the Optional Daily Usage File will appear on SBCTs' 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 SBCT's billing system will be the responsibility of SBCT. If, however, SBCT should encounter significant volumes of errored messages that prevent processing by SBCT 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 SBCT:

- 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 SBCT.

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

6.2 Physical File Characteristics

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

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

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

6.5 Control Data

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

6.6 Testing

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

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

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

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

THE DATA WILL BE PACKED USING ATIS FMI RECORDS.

BELLSOUTH/SBCT RATES
ODUF/EODUF

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF: Recording, per message	N/A	$0.0002	$0.008	$0.0001275	$0.0008611	$0.00019	$0.0001179	$0.0003	$0.0002662	0.0000044
ODUF: Message Processing, per message	N/A	$0.0033	$0.004	$0.0082548	$0.0032357	$0.0024	$0.0032089	$0.0032	$0.0032344	0.0027366
EODUF: Message Processing, per message	N/A	$0.004	$0.004	$0.0034555	$0.004	$0.004	$0.004	$0.004	$0.004	0.0040000
ODUF: Message Processing, per magnetic tape provisioned	N/A	$55.19	$54.95	$28.85	$55.68	$47.30	$54.62	$54.61	$54.72	$52.75
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.00004	$0.001	$0.0000434	$0.0000365	$0.00003	$0.0000354	$0.00004	$0.0000357	$0.0000339
* Volume and term arrangements are also available.										

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

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

1.1 This Attachment sets forth the unbundled network elements and combinations of unbundled network elements that BellSouth agrees to offer to SBCT 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 C of this Attachment.

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

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

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

1.2.2.1 Unless otherwise ordered by an appropriate state or federal regulatory agency, currently combined Network Elements are defined as elements that are already combined within BellSouth's network to a given location.

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

1.4 SBCT may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner SBCT chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. When requested by SBCT, BellSouth shall establish points of interconnection whereby SBCT may connect SBCT's facilities with BellSouth's network at any technically feasible point and as mandated by applicable law for access to UNEs for the provision by SBCT of a

Telecommunications Service. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by SBCT for combining to the designated SBCT collocation space. The network elements shall be provided as set forth in this Attachment.

1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 or applicable industry standards.

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

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

1.8 Standards for Network Elements

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

1.8.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 13 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.

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

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

2.1 Unbundled Loops

2.1.1 Definition

2.1.2 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning. The local loop network element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in BellSouth wire centers.

2.1.3 The following types of local loop unbundled network elements will be provided at the rates, terms, and conditions set out in this Agreement:

2.1.3.1 2-Wire Analog Loop

A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

If SBCT requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) BellSouth will, where available, move the requested unbundled loop(s) to a spare, existing universal digital loop carrier unbundled loop at no additional charge to SBCT. If, however, no spare unbundled loop is available, BellSouth will within two (2) business days, excluding weekends and holidays, of SBCT's request, notify SBCT of the lack of available facilities.

2.1.3.2 4-Wire Analog Loop

A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

2.1.3.3 2-Wire ISDN Digital Loop

A 2-Wire ISDN Loop is a loop capable of usable bandwidth up to 160 kbps when provided on a non-loaded 2-wire metallic cable pair. Speed for an ISDN Loop provided on DLC would be limited to 144kbps, or whatever is consistent with current industry standards.

2.1.3.4 4-Wire Digital Loop

A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

2.1.3.5 DS3 Digital Loop

The DS3 loop provides a digital, 45 Mbps transmission facility from the BellSouth Central Office to the end user premises.

2.1.3.6 Dark Fiber Loop

The Dark Fiber Loop is a segment between a BellSouth central office and an end user customer premise.

2.1.3.7 2-Wire xDSL Loop

A 2-wire xDSL loop for purposes of this section, is a copper loop over which SBCT may provision various DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters. However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at SBCT's request.

2.1.3.8 4-Wire xDSL Loop

A 4-Wire xDSL loop for purposes of this section, is a copper loop over which SBCT may provision DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters. However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional and will be performed at SBCT's request.

2.1.4 BellSouth shall provide regeneration of either DS1 or DS3 signal levels at the request of SBCT.

2.1.5 The provisioning of service to a CLEC's collocation space will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment. These cross-connects are a separate component, that are not considered a part of the loop, and thus, have a separate charge.

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

2.1.7 "Order Coordination" refers to standard BellSouth service order coordination involving the reuse of facilities where SBCT 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 SBCT 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.

2.1.8 "Order Coordination – Time Specific" refers to service order coordination in which SBCT requests a specific time for a service order conversion to take place. BellSouth will make every effort to accommodate SBCT's specific conversion time request. However, BellSouth reserves the right to negotiate with SBCT 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. SBCT may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If SBCT specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances. Normal hours of operation and overtime charges will be subject to the provisions outlined in Attachment 6, incorporated herein by this reference.

If SBCT 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, SBCT must order OC when requesting OC-TS.

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

2.1.10 If SBCT 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 SBCT.

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

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

the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers.

2.1.13 SL2 loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a design layout record provided to SBCT. 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 SBCT to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.1.14 BellSouth will also offer Unbundled Digital Loops (UDL) to SBCT.

2.1.14.1 UDLs are service specific and will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service. The UDL loops are as follows:

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

2.1.14.3 Instead, BellSouth agrees to offer the Universal Digital Channel (UDC), which may also be referred to as an IDSL-capable loop as part of its UDL 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.

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

2.1.14.5 HDSL-capable. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.1.14.6 ADSL-capable. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.1.14.7 DS1. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR.

2.1.14.8 DS0. These are designed 4-wire loops that may configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR.

2.1.15 As a chargeable option on all loops except UDC and UCL, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow SBCT 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.

2.1.16 SBCT will be responsible for testing and isolating troubles on the loops. Once SBCT has isolated a trouble to the BellSouth provided loop, SBCT 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.

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

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

2.1.19 BellSouth's unbundled loops shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600.

2.1.20 BellSouth will provide a loop for SBCT to deploy xDSL technologies presumed acceptable for deployment. BellSouth will not impose limitations on the transmission speeds of xDSL services; provided, however, BellSouth does not guarantee transmission speeds, available bandwidth nor imply any service level.

2.1.21 Presumption of acceptability for deployment of an advanced services loop technology.

2.1.21.1 An advanced services loop technology is presumed acceptable for deployment under any one of the following circumstances, where the technology:

2.1.21.1.1 complies with existing industry standards; or

2.1.21.1.2 is approved by an industry standards body, the Commission, or any state commission; or

2.1.21.1.3 has been successfully deployed by any carrier without significantly degrading the performance of other services.

2.1.21.2 BellSouth may not deny a SBCT's request to deploy a technology that is presumed acceptable for deployment unless BellSouth demonstrates to the relevant state commission that deployment of the particular technology will significantly degrade the performance of other advanced services or traditional voiceband services.

2.1.21.3 Where SBCT seeks to establish that deployment of a technology falls within the presumption of acceptability under section 2.1.21.1.3 above, the burden is on SBCT to demonstrate to the state commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services. Upon a successful demonstration by the requesting carrier before a particular state commission, the deployed technology shall be presumed acceptable for deployment in other areas.

2.1.22 Upon request by SBCT, BellSouth will cooperate in the testing and deployment of new xDSL technologies subject to BellSouth's charges for Additional Cooperative Acceptance Testing.

2.1.23 If it is demonstrated that the new xDSL technology will not significantly degrade the other advanced services or traditional voice based services, BellSouth will provide a loop to support the new technology for SBCT as follows:

2.1.23.1 If the technology requires the use of a 2-Wire or a 4-Wire xDSL loop (as defined above), then BellSouth will provide an xDSL loop at the same rates listed for a 2-Wire or 4-Wire xDSL loop and associated loop conditioning as needed.

2.1.23.2 In the event that a xDSL technology requires a loop type that differs from that of a 2-Wire or 4-Wire xDSL loop as defined in this Agreement, the Parties make a good faith effort to arrive at an Agreement as to the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology, to the extent that such a loop is technically feasible. If negotiations fail, any dispute between the Parties concerning the rates, terms and conditions for an unbundled loop capable of supporting the proposed xDSL technology shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

2.1.23.3 With the exception of access to the High Frequency Spectrum Network Element, if BellSouth or SBCT claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then BellSouth or SBCT must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information. In the event that BellSouth or SBCT demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional

voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.

2.1.24 Technical Requirements

2.1.24.1 Where technically feasible and 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, Primary rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1, DS3, fiber, digital data (up to 64 kb/s) and other high capacity loops to the extent required by law. 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 SBCT's request.

2.1.24.2 SBCT 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.

2.1.24.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1 Unbundled Loops above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by SBCT will be consistent with industry standards and BellSouth's TR73600.

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

2.1.24.5 In some instances, SBCT will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that SBCT can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. SBCT will determine the type of service that will be provided over the loop. In some cases, SBCT may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of these activities.

2.1.24.6 In those cases where SBCT 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.

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

2.2 **Unbundled Loop Modifications (Line Conditioning)**

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

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

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

2.2.4 BellSouth shall recover the cost of line conditioning requested by SBCT 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

If SBCT requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) BellSouth will, where available, move the requested unbundled loop(s) to a spare, existing universal digital loop carrier unbundled loop at no additional charge to SBCT. If, however, no spare unbundled loop is available, based on BellSouth's records, BellSouth will within two (2) business days, excluding weekends and holidays, of SBCT's request, notify SBCT of the lack of available facilities. The notification will be sent electronically if the LSR was submitted electronically, and will be via the PF report accessible via the Internet if the LSR was submitted manually.

2.3.1 To the extent it is technically feasible, these arrangements will provide SBCT 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. SBCT will then have the option of paying the one-time SC rates to place the loop facilities or SBCT may chose 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 inside wire to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.4.2 BellSouth shall permit SBCT to connect SBCT's loop facilities the end-user's inside wire through the BellSouth NID or at any other technically feasible point.

2.4.3 Access to Network Interface Device (NID)

2.4.3.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), SBCT may access the end user's wire by any of the following means: BellSouth shall allow SBCT 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 or at any other technically feasible point. SBCT agrees to install compatible protectors and test jacks and to maintain the protection system and equipment and to indemnify BellSouth pursuant to Section 9 of the General Terms and Conditions of this Agreement.

2.4.3.2 Where an adequate length of the end user's inside wire is present and environmental conditions permit, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or

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

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

2.4.3.5 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless: (1) the applicable Commission has expressly permitted the same; (2) the disconnecting Party provides prior notice to the other Party, and (3) the Party disconnecting

appropriately caps off and guards the other Party's loops. It will be the CLEC's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. In such cases, it shall be the responsibility of the disconnecting party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally- recognized-testing-laboratory-listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If CLEC does not wish to accept this responsibility, other options exist in which BellSouth installs a NID for the CLEC as a chargeable option.

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

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

2.4.3.8 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with SBCT 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 SBCT's NID, consistent with the NID's function at the Effective Date of this Agreement.

2.4.4.3 Where a BellSouth NID exists, it is provided in its "as is" condition. SBCT may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8. When SBCT deploys its own local loops with respect to multiple-line termination devices, SBCT 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 and in parity to what BellSouth offers to itself.

2.5 **Unbundled Loop Concentration (ULC) System**

2.5.1 BellSouth will provide to SBCT 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 SBCT at SBCT'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 Sub-loop Concentration (USLC) System. BellSouth shall provide non-discriminatory access, in accordance with 51.311 and Section 251(c) (3) of the Act, to the sub-loop. On an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment. A sub-loop unbundled network element is an existing portion of the loop that can be accessed at accessible terminals. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within including any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises, the feeder distribution interface (FDI), where the trunk line, or "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

2.6.1 Sub-loop components include but are not limited to the following:

2.6.1.1 Unbundled Sub-Loop Distribution;

2.6.1.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and

2.6.1.3 Unbundled Sub-Loop Feeder.

2.7 **Unbundled Sub-Loop (distribution facilities)**

2.7.1 Definition

2.7.1.1 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. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. Following are the current sub-loop distribution offerings:

2.7.1.1.1 Voice grade Unbundled Sub-Loop Distribution (USL-D) is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises.

2.7.1.1.2 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 voice grade Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services.

2.7.1.1.3 Unbundled Copper Sub-Loop (UCSL) is a non-loaded copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation.

2.7.1.1.3.1 If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.

2.7.2 If SBCT requests a UCSL and a non-loaded pair is not available, SBCT may order Unbundled Sub-Loop Modification to remove load coils and/or bridge tap from an existing sub-loop facility. If load coils are removed from an existing sub-loop, that sub-loop will be classified as a UCSL. SBCT may order Loop Make-up to determine what loop modifications will be required.

2.7.3 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USL-D and UCSL, SBCT would be required to deliver a cable to the BellSouth remote terminal or cross-box in the field to provide continuity to SBCT's feeder facilities. This cable would be connected, by a BellSouth technician, within the BellSouth RT/cross-box during the set-up process. SBCT's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.7.4 Unbundled Sub-Loop – Intrabuilding Network Cable (USL-INC) (a.k.a. riser cable) is the distribution facility inside a subscribers' building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises.

2.7.4.1 In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel that will be installed for the purpose of accessing USL-INC pairs. The cross-connect panel will function as a single point of interconnection (SPOI) for USL-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25 pair increments for SBCT's use on this cross-connect panel SBCT will be responsible for connecting its facilities to the 25 pair cross-connect block(s).

2.7.5 Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where SBCT 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 Section 2.7.6. 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 2.7.6) to accommodate SBCT's request for Unbundled Sub-Loops, SBCT may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. SBCT will have the option of paying the SC charges to modify the BellSouth facilities.

2.7.6 Set-up work must be completed before SBCT can order sub-loop pairs. During the 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 and the connecting block(s) that will be used to provide access to the requested USLs.

2.7.6.1 Once the set-up is complete, the CLEC will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Manual Order Coordination is required with USL pair provisioning and is in addition to the USL pair rate. For expedite requests by SBCT for sub-loop pairs, expedite charges will apply for intervals less than 5 days.

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

2.7.6.3 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600 and applicable industry standards.

2.8 **Unbundled Network Terminating Wire (UNTW)**

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

2.8.2 Definition

2.8.2.1 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. UNTW is the final portion of the loop owned by BellSouth.

2.8.3 Requirements

2.8.3.1 On a multi-unit premises where Provisioning Party owns the network terminating wire, and by request of Requesting Party, Provisioning Party will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.8.3.2 In new construction where possible, both Parties may at their option and with the property owner's agreement install their own Network Terminating Wire (NTW). In existing construction, the Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.8.3.3 Upon receipt of the UNTW Service Inquiry (SI) requesting access to the Provisioning Party's UNTW pairs in a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. In multi-unit premises (MUP) scenarios, Provisioning Party will provide access to UNTW pairs on an Access Terminal(s). By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet on the requested MUP. All the UNTW pairs served by a Garden Terminal/Wiring Closet will be made available on the Access Terminal. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal unless the Provisioning Party or another service provider is using the pair to concurrently provide service. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

2.8.3.4 Provisioning Party will use best efforts to complete installation of the Access Terminals within 30 business days of the receipt by the Provisioning Party of the Service Inquiry from the Requesting Party.

2.8.3.5 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained.

2.8.3.6 Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). SBCT will report use of the UNTW pairs on a Local Service Request (LSR) form submitted to BellSouth's Local Carrier Service Center (LCSC).

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

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

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

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

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

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

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

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

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

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

2.10 **Unbundled Sub-Loop Feeder**

2.10.1 Definition

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

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

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

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

2.10.5 Requirements

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

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

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

2.11 **Dark Fiber**

2.11.1 Definition

2.11.1.1 Dark Fiber is optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end.

2.11.1.2 Loop Fiber – BellSouth will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving BellSouth central office and an end user customer premise. BellSouth will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

2.11.1.2.1 the serving BellSouth central office and a remote terminal/CEV/Hut; or

2.11.1.2.2 a remote terminal/CEV/Hut and an end user customer premise.

2.11.2 Requirements

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

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

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

1.2.4 BellSouth shall use its best efforts to provide to SBCT information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from SBCT ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber

("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for SBCT's use and may not allow any other party to use such media, including BellSouth.

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

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

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

2.12 **Rates**

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

2.13 **Operational Support Systems (OSS)**

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

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

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

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, NC, SC	FL, KY, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$3.50 SOMEC	$3.50 SOMEC

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

2.13.3 Denial/Restoral OSS Charge

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

2.13.4 Cancellation OSS Charge

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

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

2.13.5 Network Elements and Other Services Manual Additive

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

2.14 **Preordering Loop Makeup (LMU)**

2.14.1 Description of Service

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

2.14.1.2 BellSouth will provide SBCT with loop makeup information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devises, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; the loop length; and the wire gauge. The LMUSI may be utilized by SBCT 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 SBCT and BellSouth shall not be liable in

any way for the performance of the advanced data services provisioned over said loop.

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

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

2.14.2 Submitting Loop Makeup Service Inquiries

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

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

2.14.3 LMUSI Types & Associated Charges

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

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

Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) *Maximum number of spare facilities per manual LMUSI is (3).]*	UMKLP	$140
MECHANIZED		
Loop Makeup - Preordering Without Reservation, per working facility queried (Mechanized)	*TBD*	$1.08
Loop Makeup - Preordering Without Reservation, per spare facility queried (Mechanized) *Maximum number of spare facilities per mechanized LMUSI is (10).]*	*TBD*	$1.08
Loop Makeup - Preordering With Reservation, per spare facility queried (Mechanized) *Maximum number of spare facilities per mechanized LMUSI is (10).]*	*TBD*	$1.08

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

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

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

2.14.3.4 If SBCT 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.

2.14.3.5 Charges for preordering LMUS[illegible] separate from any charges associated with ordering other services from Be[illegible]uth.

2.14.4 Ordering of Other UNE Services

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

2.14.4.2 Where SBCT submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to SBCT 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 SBCT. For those occasions when BellSouth's assignment system cannot assign the specific facility reserved by SBCT during the LMU pre-ordering transaction, BellSouth will assign to SBCT, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by SBCT. If the ordered loop type is not available, SBCT may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

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

3. High Frequency Spectrum Network Element

3.1 General

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

3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow SBCT the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying to Spectrum Management Class 5 of ANSI T1.417, *American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems.* BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. SBCT shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. SBCT shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Industry Standards.

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

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

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

3.2 Provisioning of High Frequency Spectrum and Splitter Space

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

3.2.1.1 BellSouth will install splitters within forty-two (42) calendar days of SBCT's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.

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

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

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

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

3.2.2 SBCT Owned Splitters

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

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

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

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

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

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

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

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

3.2.2.3 In the event SBCT desires to place a splitter in its physical collocation space, and such placement does not require additional cabling, cable racking, or space, BellSouth will not require an application to modify existing collocation space pursuant to Attachment 4 of this Agreement. A splitter, for purposes of this Agreement, is a passive device requiring no power and emitting no heat. SBCT shall provide BellSouth ten (10) calendar days advance written notice of its intent to place a splitter in its collocation space. Such notice shall include the following: (1) the date SBCT anticipates commencing the work; and (2) the estimated date of completion. Prior to installation of the splitter, SBCT or its certified vendor will provide a Method of Procedure for each affected collocation space. In the event the equipment installed by SBCT does not comply with Section 3.2.2.4 below, or with applicable provisions of Attachment 4 of this Agreement, BellSouth, upon delivery of written notice to SBCT, may require SBCT to remedy such non-compliance. Such remedy may include removal of the equipment installed if such removal is necessary to comply with Attachment 4 of this Agreement. BellSouth shall permit SBCT a reasonable amount of time to remedy such noncompliance unless such noncompliance is of a character that poses an immediate and substantial threat of damage to property, injury or death to any person.

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

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

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

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

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

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

3.3.3 BellSouth will provide access to the High Frequency Spectrum within the following target intervals: BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When SBCT submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide SBCT with access to the High Frequency Spectrum at the following target intervals:

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

BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

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

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

3.4 Maintenance and Repair

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

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

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

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

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

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

3.5 Pricing

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

3.6 Operational Support Systems (OSS)

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

4. Switching

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

4.1 Local Switching

4.1.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 4.1.3.3 to SBCT for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to SBCT for the provision of a telecommunications service only in the limited circumstance described below in Section 4.4.6.

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

4.1.3 Local Circuit Switching Capability, including Tandem Switching Capability

4.1.3.1 Definition

Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; access to OS/DA and 911 and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible

customized routing functions provided by the switch; (D) switching provided by remote switching modules.

4.1.3.2 BellSouth's unbundled local circuit switching provides SBCT local subscribers access to local calling and the ability to presubscribe to a primary carrier of intraLATA and/or interLATA toll service. For the purposes of this Attachment 2, local calls are those direct dialed telephone calls that originate and terminate within the basic local calling area or within extended local calling areas and are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariff.

4.1.3.3 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for SBCT when SBCT 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 forward looking cost based pricing access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

4.1.3.3.1 Unbundled Local Switching, together with Common Transport and, if necessary, Tandem Switching, provides to SBCT local subscribers local calling and the ability to presubscribe to a primary carrier for intraLATA toll service and a primary carrier for interLATA toll service.

4.1.3.3.2 Provided that SBCT purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an SBCT local end user, or originated by a BellSouth local end user and terminated to an SBCT local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge SBCT the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and SBCT shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

4.1.3.3.3 Where SBCT purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an SBCT end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge SBCT the UNE elements for the BellSouth facilities utilized.

Intercarrier compensation for local calls between BellSouth and SBCT shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site

4.1.3.3.4 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill SBCT the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate

4.1.3.3.5 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and SBCT shall not bill BellSouth originating or terminating switched access for such calls

4.1.3.3.6 BellSouth shall assess retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if a CLEC has been able to previously select BellSouth as the end user LPIC prior to the option allowing the selection of a BellSouth provided LATA-wide local calling area being offered

4.1.3.4 In the event that SBCT 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 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, BellSouth's sole recourse shall be to charge SBCT the market based rate in Exhibit C for use of the local circuit switching functionality for the affected facilities.

4.1.3.5 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 SBCT. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.

4.1.3.6 BellSouth will provide to SBCT 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 SBCT's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by SBCT. SBCT will pay the selective call routing charges reflected in Exhibit C of this Attachment. SBCT customers may use the same dialing arrangements as BellSouth customers.

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

4.1.3.8 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.

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

4.1.3.10 Usage rates will apply to Unbundled Local Switching on a per minute basis as specified in Exhibit C of this Attachment.

4.1.4 Technical Requirements

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

4.1.4.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references and in parity to what BellSouth provides for itself.

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

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

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

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

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

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

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

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

4.1.4.11 Special Services provided by BellSouth will include the following:

4.1.4.11.1 Telephone Service Prioritization;

4.1.4.11.2 Related services for handicapped;

4.1.4.11.3 Soft dial tone where required by law; and

4.1.4.11.4 Any other service required by law.

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

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

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

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

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

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

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

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

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

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

4.1.5.2 Coin phone signaling;

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

4.1.5.4 Two-wire analog interface to PBX;

4.1.5.5 Four-wire analog interface to PBX;

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

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

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

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

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

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

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

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

4.2 **Tandem Switching**

4.2.1 Definition

Tandem Switching is defined as: trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card, the basic switching function of connecting trunks to trunks; and all

technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

4.2.2 Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

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

4.2.7 Upon a reasonable request from SBCT, 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 SBCT.

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

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

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

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

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

4.2.13 Interface Requirements

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

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

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

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

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

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

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

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

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

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

4.3.4 Where AIN Selective Carrier Routing is utilized by SBCT, the routing of SBCT's end user calls shall be pursuant to information provided by SBCT and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.

4.3.5 Upon ordering of AIN Selective Carrier Routing Regional Service, SBCT shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit C of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit C of this Attachment. For each SBCT end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit C of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. SBCT shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit C of this Attachment.

4.3.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 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 for this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

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

4.3.8 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.

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

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

4.4 **Packet Switching Capability**

4.4.1 Definition

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

4.4.2 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);

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

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

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

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

4.4.6.1 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);

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

4.4.6.3 BellSouth has not permitted SBCT to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the SBCT obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 C.F.R. § 51.319 (b); and

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

4.4.7 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 13 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

4.6 **Interoffice Transmission Facilities**

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

4.7 **Rates**

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

4.8 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2 of this Attachment.

5. Unbundled Network Element Combinations

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

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

5.3. EELs

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

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

5.3.3 BellSouth shall provide EEL combinations to SBCT in Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to SBCT those EEL combinations described in Section 5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to SBCT in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to SBCT only to the extent such network elements are Currently Combined.

5.3.4 EEL Combinations

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

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

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

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

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

5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop

5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop

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

5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

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

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

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

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

5.3.5 EEL combinations for DS1 level and above will be available only when SBCT provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.

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

5.3.7 Special Access Service Conversions

5.3.7.1 SBCT may not convert special access services to combinations of loop and transport network elements, whether or not SBCT self-provides its entrance facilities (or obtains entrance facilities from a third party), unless SBCT uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent SBCT requests to convert any special access services to combinations of loop and transport network elements at UNE prices, SBCT shall provide to BellSouth a letter certifying that SBCT is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option SBCT seeks to qualify for conversion of special access circuits. SBCT shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

5.3.7.1.1 SBCT certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at SBCT's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, SBCT is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. SBCT can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

5.3.7.1.2 SBCT certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated

channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at SBCT's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

5.3.7.1.3 SBCT certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. SBCT does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

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

5.3.7.3 BellSouth may at its sole discretion audit SBCT records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and SBCT shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, SBCT shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that SBCT is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from SBCT.

5.3.8 Rates

5.3.8.1 Georgia

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

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

5.3.8.4 To the extent that SBCT 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, SBCT, 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.

5.3.8.5 All Other States

5.3.8.5.1 Subject to Section 5.3.2 and 5.3.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.

5.3.8.6 Multiplexing

5.3.8.6.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

5.4 **Other Network Element Combinations**

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

5.4.2 Rates

5.4.2.1 Georgia

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

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

5.4.2.1.3 To the extent that SBCT 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, SBCT, 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.

5.4.2.2 All Other States

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

5.5 **UNE/Special Access Combinations**

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

5.5.2 Rates

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

5.6 **Port/Loop Combinations**

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

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

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

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

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

5.6.2.2 In all other states, BellSouth shall provide to SBCT access to 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 forth in Sections 5.6.1.1and 5.6.1.2 above. The rates for such combinations shall be the forward looking cost based rates set forth in Exhibit C of this Attachment.

5.6.2.3 In all states other than Georgia, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to SBCT combinations of port and loop network elements that are not Currently Combined. The rate for such combinations shall be the market based rates in Exhibit C of this attachment. In those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to SBCT combinations of port and loop network elements whether or not such combinations are Currently Combined. The rates for Currently Combined and not Currently Combined combinations are the market based rates as set forth in Exhibit C.

5.6.3 Combination Offerings

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

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

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

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

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

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

5.6.3.7 2-wire Voice Grade coin port, local and tandem switching functionality, shared interoffice transport, and a 2-wire analog loop. This combination is to be utilized with a payphone set that is capable of performing coin phone functions such as call rating, coin return, and timing within the set itself.

6. Transport, Channelization and Dark Fiber

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

6.1 Transport

6.1.1 Interoffice transmission facility network elements include:

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

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

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

6.2 BellSouth shall:

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

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

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

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

6.3 **Common (Shared) Transport**

6.3.1 Definition of Common (Shared) Transport

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

6.3.2 Technical Requirements of Common (Shared) Transport

6.3.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

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

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

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

6.4 **Dedicated Transport**

6.4.1 Definitions

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

6.4.3 Unbundled Local Channel

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

6.4.5 Unbundled Interoffice Channel.

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

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

6.4.7.1 As capacity on a shared UNE facility.

6.4.7.2 As a circuit (e.g., DS0, DS1, DS3,OC3,OC12,and OC48) dedicated to SBCT. BellSouth will provide higher speeds to SBCT as they are deployed in the BellSouth network. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.

6.4.8 When Dedicated Transport is provided it shall include:

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

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

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

6.4.10 Technical Requirements

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

6.4.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3, OC3, OC12, OC48 and higher speeds when available) shall be dedicated to SBCT designated traffic.

6.4.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3, OC3, OC12, OC48 transport services, and (2) SONET at available transmission bit rates.

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

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

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

6.4.10.6.1 DS0 Equivalent;

6.4.10.6.2 DS1 (Extended SuperFrame - ESF);

6.4.10.6.3 DS3 (signal must be framed);

6.4.10.6.4 OC3

6.4.10.6.5 OC12

6.4.10.6.6 OC48

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

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

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

6.4.11.1 BellSouth Technical References:

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

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

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

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

6.5 **Unbundled Channelization**

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

6.5.2 Definition

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

6.5.3 Channelization capabilities will be as follows:

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

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

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

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

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

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

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

6.5.8 Technical Requirements

6.5.8.1 In order to assure proper operation with 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.

6.5.8.2 DS0 to DS1 Channelization

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

6.5.8.3 DS1 to DS3 Channelization

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

6.5.8.4 DS1 to STS Channelization

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

6.6 **Dark Fiber**

6.6.1 Definition

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

6.6.3 Requirements

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

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

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

6.6.3.4 BellSouth shall use its best efforts to provide to SBCT information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from SBCT ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for SBCT's use an may not allow any other party to use such media, including BellSouth.

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

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

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

6.6.3.8 BellSouth will inventory and track spare dark fibers. Spare fibers do not include the following:

6.6.3.8.1 Maintenance Spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

6.6.3.8.1.1 Cables with 24 fibers and less: two maintenance spare fibers

6.6.3.8.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers

6.6.3.8.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers

6.6.3.8.1.4 Cables with 144 fibers: twelve maintenance spare fibers

6.6.3.8.1.5 Cables with 216 fibers: 18 maintenance spares

6.6.3.8.1.6 Cables with 288 fibers: 24 maintenance spares

6.6.3.8.1.7 Cables with 432 fibers: 36 maintenance spares

6.6.3.8.1.8 Cables with 864 fibers: 72 maintenance spares

6.6.3.8.2 Defective fibers

6.6.3.8.3 BellSouth will maintain records on each fiber optic cable for which SBCT requests dark fiber.

6.6.3.8.4 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to SBCT for use under this Agreement.

6.7 **Rates**

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

6.8 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2 of this Attachment.

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

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

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

7.1.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information

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

7.1.2 Technical Requirements

7.1.2.1 BellSouth shall provide SBCT 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 SBCT.

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

7.1.2.3.1 Network Management;

7.1.2.3.2 Customer Sample Collection; and

7.1.2.3.3 Service Maintenance.

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

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

7.3 **Rates**

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

8 Line Information Database (LIDB)

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

8.2 BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

8.2.1 Definition

8.2.2 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.2.3 Technical Requirements

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

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

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

8.2.4.12 BellSouth shall provide SBCT 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 SBCT at least at parity with BellSouth Customer Data. BellSouth shall obtain from SBCT the screening information associated with LIDB Data Screening of SBCT 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

SBCT 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 SBCT customer records, and shall return responses in accordance with industry standards.

8.2.4.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

8.2.4.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

8.2.5 Interface Requirements

8.2.6 BellSouth shall offer LIDB in accordance with the requirements of this subsection.

8.2.6.1 The interface to LIDB shall be in accordance with the technical references contained within.

8.2.6.2 The CCS interface to LIDB shall be the standard interface described herein.

8.2.6.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

8.3 **Rates**

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

9. Signaling

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

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

9.3 **Signaling Link Transport**

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

9.3.2 Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

9.3.5.4 Interface Requirements

9.3.5.4.1 There shall be a DS1 (1.544 Mbps) interface at the SBCT 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 SBCT 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 SBCT 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 specified in T1.112.4. In cases where the destination signaling point is a SBCT 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 SBCT database, then SBCT agrees to provide BellSouth with the Destination Point Code for the SBCT database.

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

9.4.2.6.1 MTP Routing Verification Test (MRVT); and

9.4.2.6.2 SCCP Routing Verification Test (SRVT).

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

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

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

9.4.3.1.2 A B-link interface from SBCT 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 SBCT local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and SBCT 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 SBCT 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 SBCT local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the SBCT 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 SBCT local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the SBCT 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 SBCT from any signaling point or network interconnected through BellSouth's SS7 network where the SBCT 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 SBCT 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 SBCT 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 SBCT local Signaling Transfer Point Switches (STP) and SBCT 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), SBCT 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 SBCT 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 SBCT 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 SBCT 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 SBCT local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of SBCT 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 SBCT or SBCT-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

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

9.7.13.1.2 B-link interface from SBCT 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 SBCT local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and SBCT 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 SBCT 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 SBCT local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the SBCT switching system has a legitimate signaling relation.

9.7.13.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.

9.8 **Rates**

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

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

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

10.2 **Operator Systems**

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

10.3 **Operator Service**

10.3.1 Definition. Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

10.3.2 Requirements

10.3.2.1 When SBCT 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 SBCT 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 SBCT 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 SBCT 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 SBCT.

10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to SBCT 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 SBCT, 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 SBCT'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, SBCT 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 SBCT 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 SBCT 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 SBCT 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 SBCT 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 SBCT to have its calls custom branded with SBCT'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 SBCT 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 SBCT 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 SBCT to order selective routing for each originating BellSouth end office identified by SBCT. Rates for Selective Routing are set forth in this Attachment.

10.4.6.3 Customer Branding and Self Branding require SBCT to order dedicated trunking from each BellSouth end office identified by SBCT, to either the BellSouth Traffic

Operator Position System (TOPS) or SBCT 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 SBCT 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 SBCT 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 SBCT 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 SBCT 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. SBCT end users may use the same dialing arrangements as BellSouth end users, but obtain a SBCT 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 SBCT 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)). SBCT 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, SBCT agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, SBCT authorizes the inclusion of SBCT Directory Assistance listings in the BellSouth Directory Assistance products.

10.5.2 BellSouth shall provide SBCT initially with a base file of subscriber listings which reflect all listing change activity occurring since SBCT's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by SBCT and BellSouth. SBCT agrees to assume the costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to SBCT on a Business, Residence, or combined Business and Residence basis. SBCT agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after SBCT receives the Base File.

10.5.4 BellSouth is authorized to include SBCT Directory Assistance Listing Information in its Directory Assistance Database Service (DADS). Any other use by BellSouth of SBCT 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 SBCT.

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 SBCT'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 SBCT to utilize its own switch, operator workstations and optional audio subsystems.

10.6.2 BellSouth will provide DADAS [illegible] n its DA location. SBCT will access the DADAS system via a telephone company provided point of availability. SBCT 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 SBCT subsystem will be provided by BellSouth. Interconnection between SBCT's system and a specified BellSouth location will be pursuant to the use of SBCT owned or SBCT leased facilities and shall be appropriate sized based upon the volume of queries being generated by SBCT.

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

10.8 **Rates**

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

11. Calling Name (CNAM) Database Service

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

11.2 The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. SBCT must provide to its account manager a written request with a requested activation date to activate this service. If SBCT is interested in requesting CNAM with volume and term pricing, SBCT must contact its account manager to request a separate CNAM volume and term Agreement.

11.3 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the applicable industry standard technical references.

11.4 **Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**

11.4.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide SBCT the capability that will allow SBCT and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

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

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

11.4.3 When SBCT selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable SBCT to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

11.4.4 When SBCT selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. SBCT access will be provided via remote data connection (e.g., dial-in, ISDN).

11.4.5 When SBCT selects SCE/SMS AIN Access, BellSouth shall allow SBCT to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

11.5 **Rates**

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

12. Basic 911 and E911

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

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

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

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

13. True-Up

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

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

13.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 13 of the General Terms and Conditions and Attachment 1 of the Agreement.

13.3 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 13 of the General Terms and Conditions of this Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

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

B. LIDB is accessed for the following purposes:

1. Billed Number Screening

2. Calling Card Validation

3. Fraud Control

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

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

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

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

II. FEES FOR SERVICE AND TAXES

A. SBCT will not be charged a fee for storage services provided by BellSouth to SBCT, 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 SBCT in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

III. MISCELLANEOUS

EXHIBIT A

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

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

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

EXHIBIT A

FACILITIES BASED ADDENDUM

TO LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

I. GENERAL

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

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

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

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

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 SBCT.

EXHIBIT A

III. RESPONSIBILITIES OF PARTIES

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

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

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

IV. COMPLIANCE

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

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

3. Physical Connection and Compensation

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

3.3 If SBCT 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 SBCT 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 SBCT for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by SBCT in the BellSouth specified format and shall contain records for

every working telephone number that can originate phone calls. It is the responsibility of SBCT 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 4.3 SBCT CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation

BELLSOUTH/SBCT RATES - NETWORK ELEMENTS and OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NIDs										
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC2	$11.63	$6.15	NA	$11.79	$11.72	NA	$11.68	NA	See Ex C-1
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC4	$11.63	$6.15	NA	$11.79	$11.72	NA	$11.68	NA	See Ex C-1
NID, 1-2 lines, per month	UND12	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UND12	TBD	$94.50	TBD	$94.56	$93.90	TBD	TBD	TBD	TBD
NRC - Add'l	UND12	TBD	$57.22	TBD	$57.28	$56.67	TBD	TBD	TBD	TBD
NRC - Disconnect Charge - 1st	UND12	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Disconnect Charge - Add'l	UND12	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	NA	$3.50	$3.50	NA	$3.50	NA	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NID, 1-6 lines, per month	UND16	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UND16	TBD	$136.75	TBD	$136.91	$135.29	TBD	TBD	TBD	TBD
NRC - Add'l	UND16	TBD	$99.47	TBD	$99.63	$98.07	TBD	TBD	TBD	TBD
NRC - Disconnect Charge - 1st	UND16	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Disconnect Charge - Add'l	UND16	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	NA	$3.50	$3.50	NA	$3.50	NA	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	$21.56	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	NA	TBD	TBD	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	$3.84	TBD	NA	NA	TBD	TBD	TBD	TBD
Nonrecurring Charge - customer transfer, feature additions, changes (1)		$5.00	NA	NA	NA	NA	$5.00	NA	NA	NA
LOOP, EXCLUDING NID										
2-Wire Analog VG Loop (Standard), per month		NA	NA	NA	$18.20	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$86.08	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$58.57	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), per month		NA	NA	NA	$21.41	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$236.75	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$177.10	NA	NA	NA	NA	NA
4-Wire Analog VG Loop (Standard), per month		NA	NA	NA	$26.38	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$457.14	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$348.83	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop (Standard), per month		NA	NA	NA	$29.65	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$541.28	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$431.61	NA	NA	NA	NA	NA
2-Wire ADSL Loop (Standard), per month		NA	NA	NA	$10.63	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$609.44	NA	NA	NA	NA	NA
2-Wire HDSL Loop (Standard), per month		NA	NA	NA	$7.40	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$713.50	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$609.44	NA	NA	NA	NA	NA
4-Wire HDSL Loop (Standard), per month		NA	NA	NA	$9.70	NA	NA	NA	NA	NA
NRC - 1st		NA	NA	NA	$748.93	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	$646.17	NA	NA	NA	NA	NA
LOOP, INCLUDING NID										
2-Wire Analog VG Loop-SL1										See Ex C-1
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	$15.88	NA	See Ex C-1
RC - Zone 1, per month (Note 2)	UEAL2	$15.24	$13.75	$14.21	$13.54	$14.96	$15.58	TBD	$18.48	See Ex C-1
RC - Zone 2, per month (Note 2)	UEAL2	$24.75	$20.13	$16.41	$19.73	$25.69	$20.65	TBD	$27.87	See Ex C-1
RC - Zone 3, per month (Note 2)	UEAL2	$44.85	$44.40	$26.08	$28.27	$52.47	$29.51	TBD	$36.91	See Ex C-1
RC - Zone 4, per month (Note 2)	UEAL2	NA	NA	NA	NA	NA	$38.94	NA	NA	See Ex C-1
NRC - 1st	UEAL2	$59.03	$83.20	$42.54	$70.44	$40.69	$59.25	$57.99	$70.44	See Ex C-1
NRC - Add'l	UEAL2	$43.14	$35.12	$31.33	$44.05	$29.96	$43.67	$42.37	$44.05	See Ex C-1

BELLSOUTH/SBCT RATES - NETWORK ELEMENTS and OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect Charge - 1st	UEAL2	$15.21	$55.97	NA	NA	$11.48	$16.35	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UEAL2	$3.22	$10.35	NA	NA	$3.36	$4.06	NA	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.22	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	See Ex C-1
NRC - Incremental Charge - Order coordination for SL1 loops (per loop)	UEAM	$51.29	$16.31	$36.46	$16.31	$34.90	$50.29	$61.38	$62.10	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$23.24	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	See Ex C-1
NRC - Engineering Information (EI) - Interim rates until cost study is prepared based on input that reflect the work required to extract the EI	UEANM	$25.00	$40.00	$20.00	$40.00	$20.00	$25.00	$20.00	$25.00	See Ex C-1
2-Wire Analog VG Loop-SL2 w/loop or ground start signaling										
RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	$19.50	NA	See Ex C-1
RC - Zone 1, per month (Note 2)	UEAL2	$17.95	$18.48	$16.84	$17.27	$17.65	$18.35	TBD	$21.57	See Ex C-1
RC - Zone 2, per month (Note 2)	UEAL2	$29.16	$22.43	$19.45	$32.32	$30.32	$24.33	TBD	$32.53	See Ex C-1
RC - Zone 3, per month (Note 2)	UEAL2	$52.84	$27.87	$30.92	$55.78	$61.93	$34.77	TBD	$43.08	See Ex C-1
RC - Zone 4, per month (Note 2)	UEAL2	NA	NA	NA	NA	NA	$45.88	NA	NA	See Ex C-1
NRC - 1st	UEAL2	$145.46	$218.96	$104.17	$236.75	$99.69	$144.01	$142.97	$178.12	See Ex C-1
NRC - Add'l	UEAL2	$108.40	$136.44	$78.10	$177.10	$74.73	$107.70	$106.56	$128.80	See Ex C-1
NRC - Disconnect Charge - 1st	UEAL2	$40.31	$113.41	NA	NA	$28.73	$40.98	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UEAL2	$26.01	$20.58	NA	NA	$18.87	$26.95	NA	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$26.95	NA	NA	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$23.24	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	See Ex C-1
2-Wire Analog VG Loop-SL2 w/ reverse battery signaling										
RC - Statewide, per month	UEAR2	NA	NA	NA	NA	NA	NA	$19.50	NA	See Ex C-1
RC - Zone 1, per month (Note 2)	UEAR2	$17.95	$18.48	$16.84	$17.27	$17.65	$18.35	TBD	$21.57	See Ex C-1
RC - Zone 2, per month (Note 2)	UEAR2	$29.16	$22.43	$19.45	$32.32	$30.32	$24.33	TBD	$32.53	See Ex C-1
RC - Zone 3, per month (Note 2)	UEAR2	$52.84	$27.87	$30.92	$55.78	$61.93	$34.77	TBD	$43.08	See Ex C-1
RC - Zone 4, per month (Note 2)	UEAR2	NA	NA	NA	NA	NA	$45.88	NA	NA	See Ex C-1
NRC - 1st	UEAR2	$145.46	$218.96	$104.17	$236.75	$99.69	$144.01	$142.97	$178.12	See Ex C-1
NRC - Add'l	UEAR2	$108.40	$136.44	$78.10	$177.10	$74.73	$107.70	$106.56	$128.80	See Ex C-1
NRC - Disconnect Charge - 1st	UEAR2	$40.31	$113.41	NA	NA	$28.73	$40.98	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UEAR2	$26.01	$20.58	NA	NA	$18.87	$26.95	NA	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$26.95	NA	NA	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$23.24	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	See Ex C-1
4-Wire Analog VG Loop										
RC - Statewide, per month	UEAL4	NA	NA	NA	NA	NA	NA	$27.49	NA	See Ex C-1
RC - Zone 1, per month (Note 2)	UEAL4	$24.01	$24.26	$22.26	$20.92	$24.36	$22.38	TBD	$29.47	See Ex C-1
RC - Zone 2, per month (Note 2)	UEAL4	$39.00	$35.51	$25.70	$39.14	$41.85	$29.67	TBD	$44.44	See Ex C-1
RC - Zone 3, per month (Note 2)	UEAL4	$70.67	$78.35	$40.85	$67.56	$85.47	$42.40	TBD	$58.85	See Ex C-1
RC - Zone 4, per month (Note 2)	UEAL4	NA	NA	NA	NA	NA	$55.96	NA	NA	See Ex C-1
NRC - 1st	UEAL4	$293.70	$141.00	$206.95	$457.14	$198.10	$289.06	$288.47	$383.39	See Ex C-1
NRC - Add'l	UEAL4	$241.76	$43.00	$170.57	$348.83	$163.26	$238.19	$237.45	$286.77	See Ex C-1
NRC - Disconnect Charge - 1st	UEAL4	$108.96	$122.15	NA	NA	$74.27	$108.14	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UEAL4	$57.01	$27.42	NA	NA	$39.44	$57.28	NA	NA	See Ex C-1

BELLSOUTH/SBCT RATES - NETWORK ELEMENTS and OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	See Ex C-1
2-Wire ISDN Digital Grade Loop										
RC - Statewide, per month	U1L2X	NA	NA	NA	NA	NA	NA	$24.98	NA	See Ex C-1
RC - Zone 1, per month (Note 2)	U1L2X	$23.23	$32.34	$21.89	$23.66	$21.15	$21.86	TBD	$26.68	See Ex C-1
RC - Zone 2, per month (Note 2)	U1L2X	$37.74	$47.35	$25.27	$44.28	$36.22	$28.97	TBD	$40.24	See Ex C-1
RC - Zone 3, per month (Note 2)	U1L2X	$68.38	$104.47	$40.17	$76.42	$74.19	$41.40	TBD	$53.29	See Ex C-1
RC - Zone 4, per month (Note 2)	U1L2X	NA	NA	NA	NA	NA	$54.64	NA	NA	See Ex C-1
NRC - 1st	U1L2X	$331.85	$306.00	$233.38	$541.28	$223.27	$326.38	$325.91	$423.04	See Ex C-1
NRC - Add'l	U1L2X	$255.87	$283.00	$180.35	$431.61	$172.63	$252.00	$251.31	$301.75	See Ex C-1
NRC - Disconnect Charge - 1st	U1L2X	$108.95	$111.10	NA	NA	$74.27	$108.14	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	U1L2X	$57.01	$18.28	NA	NA	$39.44	$57.27	NA	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	See Ex C-1
2-Wire Universal Digital Carrier (UDC), statewide, per month	UDC2X	NA	NA	NA	NA	NA	NA	$24.98	NA	NA
Zone 1, per month	UDC2X	$23.23	$32.34	$21.89	$23.66	$21.15	$21.86	TBD	$26.68	$15.92
Zone 2, per month	UDC2X	$37.74	$47.35	$25.27	$44.28	$36.22	$28.97	TBD	$40.24	$20.79
Zone 3, per month	UDC2X	$68.38	$104.47	$40.17	$76.42	$74.19	$41.40	TBD	$53.29	$27.18
Zone 4, per month	UDC2X	NA	NA	NA	NA	NA	$54.64	NA	NA	NA
NRC - 1st	UDC2X	$331.85	$306.00	$233.38	$541.28	$223.27	$326.38	$325.91	$423.04	$58.50
NRC - Add'l	UDC2X	$255.87	$283.00	$180.35	$431.61	$172.63	$252.00	$251.31	$301.75	$31.00
NRC - Disconnect Charge - 1st	UDC2X	$108.95	$111.10	NA	NA	$74.27	$108.14	NA	NA	NA
NRC - Disconnect Charge - Add'l	UDC2X	$57.01	$18.28	NA	NA	$39.44	$57.27	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	$19.99
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	$55.00
2-Wire ADSL Compatible Loop Incl Man Svc Inquiry & Fac Reservation										
RC - Statewide, per month	UAL2X	NA	NA	NA	NA	NA	NA	$14.60	NA	See Ex C-1
RC - Zone 1, per month (Note 2)	UAL2X	$12.09	$12.78	$11.23	$8.79	$11.90	$10.87	TBD	$17.10	See Ex C-1
RC - Zone 2, per month (Note 2)	UAL2X	$19.64	$18.72	$12.97	$16.46	$20.43	$14.40	TBD	$25.79	See Ex C-1
RC - Zone 3, per month (Note 2)	UAL2X	$35.59	$41.29	$20.62	$28.40	$41.73	$20.58	TBD	$34.15	See Ex C-1
RC - Zone 4, per month (Note 2)	UAL2X	NA	NA	NA	NA	NA	$27.16	NA	NA	See Ex C-1
NRC - 1st	UAL2X	$514.21	$113.85	$359.73	$713.50	$343.13	$504.82	$504.90	$600.61	See Ex C-1
NRC - Add'l	UAL2X	$464.58	$99.61	$325.15	$609.44	$310.03	$456.24	$456.17	$507.33	See Ex C-1
NRC - Disconnect Charge - 1st	UAL2X	$106.65	$154.23	NA	NA	$72.54	$105.86	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UAL2X	$56.98	$35.23	NA	NA	$39.42	$57.25	$26.94	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$12.76	$44.42	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	See Ex C-1

BELLSOUTH/SBCT RATES - NETWORK ELEMENTS and OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	See Ex C-1
2-Wire ADSL Compatible Loop without Man Svc Inquiry & Fac Reservation										
RC - Statewide, per month	UAL2W	NA	NA	NA	NA	NA	NA	$14.60	NA	See Ex C-1
Zone 1, per month	UAL2W	$12.09	$12.78	$11.23	$8.79	$11.90	$10.87	TBD	$17.10	See Ex C-1
Zone 2, per month	UAL2W	$19.64	$18.72	$12.97	$16.46	$20.43	$14.40	TBD	$25.79	See Ex C-1
Zone 3, per month	UAL2W	$35.59	$41.29	$20.62	$28.40	$41.73	$20.58	TBD	$34.15	See Ex C-1
Zone 4, per month	UAL2W	NA	NA	NA	NA	NA	$27.16	NA	NA	See Ex C-1
NRC - 1st	UAL2W	$375.21	$258.86	$220.73	$260.95	$255.34	$365.82	$365.90	$461.60	See Ex C-1
NRC - Add'l	UAL2W	$325.58	$175.48	$186.15	$176.21	$170.72	$317.24	$317.17	$368.33	See Ex C-1
NRC - Disconnect Charge - 1st	UAL2W	$106.65	$108.29	NA	$112.86	$112.32	$105.86	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UAL2W	$56.98	$15.46	NA	$15.88	$15.81	$57.25	$26.94	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$12.76	$44.42	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	See Ex C-1
2-Wire HDSL Compatible Loop, Incl Man Svc Inquiry & Fac Reserv										
RC - Statewide, per month	UHL2X	NA	NA	NA	NA	NA	NA	$11.98	NA	See Ex C-1
RC - Zone 1, per month (Note 2)	UHL2X	$9.41	$9.80	$7.88	$6.29	$8.97	$8.50	TBD	$12.21	See Ex C-1
RC - Zone 2, per month (Note 2)	UHL2X	$15.29	$14.35	$9.09	$11.78	$15.41	$11.26	TBD	$18.41	See Ex C-1
RC - Zone 3, per month (Note 2)	UHL2X	$27.70	$31.65	$14.48	$20.33	$31.48	$16.10	TBD	$24.39	See Ex C-1
RC - Zone 4, per month (Note 2)	UHL2X	NA	NA	NA	NA	NA	$21.25	NA	NA	See Ex C-1
NRC - 1st	UHL2X	$514.21	$113.85	$359.73	$713.50	$343.13	$504.82	$504.90	$600.61	See Ex C-1
NRC - Add'l	UHL2X	$464.58	$99.61	$325.15	$609.44	$310.03	$456.24	$456.17	$507.33	See Ex C-1
NRC - Disconnect Charge - 1st	UHL2X	$106.65	$154.23	NA	NA	$72.54	$105.86	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UHL2X	$56.98	$35.23	NA	NA	$39.42	$57.25	NA	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	See Ex C-1
2-Wire HDSL Compatible Loop, without Man Svc Inquiry & Fac Reserv										
Statewide, per month	UHL2W	NA	NA	NA	NA	NA	NA	$11.98	NA	See Ex C-1
Zone 1, per month	UHL2W	$9.41	$9.80	$7.88	$6.29	$8.97	$8.50	TBD	$12.21	See Ex C-1
Zone 2, per month	UHL2W	$15.29	$14.35	$9.09	$11.78	$15.41	$11.26	TBD	$18.41	See Ex C-1
Zone 3, per month	UHL2W	$27.70	$31.65	$14.48	$20.33	$31.48	$16.10	TBD	$24.39	See Ex C-1
Zone 4, per month	UHL2W	NA	NA	NA	NA	NA	$21.25	NA	NA	See Ex C-1
NRC - 1st	UHL2W	$375.21	$276.19	$220.73	$278.28	$272.64	$365.82	$365.90	$461.60	See Ex C-1
NRC - Add'l	UHL2W	$325.58	$192.81	$186.15	$193.54	$188.02	$317.24	$317.17	$368.33	See Ex C-1
NRC - Disconnect Charge - 1st	UHL2W	$106.65	$108.29	NA	$112.86	$112.32	$105.86	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UHL2W	$56.98	$15.46	NA	$15.88	$15.81	$57.25	NA	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	See Ex C-1
4-Wire HDSL Compatible Loop, Incl Man Svc Inquiry & Fac Reserv										
RC - Statewide, per month	UHL4X	NA	NA	NA	NA	NA	NA	$13.97	NA	See Ex C-1
RC - Zone 1, per month (Note 2)	UHL4X	$11.52	$14.75	$10.39	$7.68	$12.97	$10.36	TBD	$16.21	See Ex C-1
RC - Zone 2, per month (Note 2)	UHL4X	$18.71	$21.59	$12.00	$14.38	$21.76	$13.73	TBD	$24.45	See Ex C-1

BELLSOUTH/SBCT RATES - NETWORK ELEMENTS and OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - Zone 3, per month (Note 2)	UHL4X	$33.90	$47.64	$19.07	$24.82	$44.44	$19.62	TBD	$32.38	See Ex C-1
RC - Zone 4, per month (Note 2)	UHL4X	NA	NA	NA	NA	NA	$25.90	NA	NA	See Ex C-1
NRC - 1st	UHL4X	$541.13	$116.91	$378.86	$748.93	$361.45	$531.21	$531.35	$625.11	See Ex C-1
NRC - Add'l	UHL4X	$491.50	$101.71	$344.28	$646.17	$328.35	$482.63	$482.62	$532.78	See Ex C-1
NRC - Disconnect Charge - 1st	UHL4X	$106.65	$161.19	NA	NA	$72.54	$105.86	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UHL4X	$56.98	$26.10	NA	NA	$39.42	$57.25	NA	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	See Ex C-1
4-Wire HDSL Compatible Loop, without Man Svc Inquiry & Fac Res										
Statewide, per month	UHL4W	NA	NA	NA	NA	NA	NA	$13.97	NA	See Ex C-1
Zone 1, per month	UHL4W	$11.52	$14.75	$10.39	$7.68	$12.97	$10.36	TBD	$16.21	See Ex C-1
Zone 2, per month	UHL4W	$18.71	$21.59	$12.00	$14.38	$21.76	$13.73	TBD	$24.45	See Ex C-1
Zone 3, per month	UHL4W	$33.90	$47.64	$19.07	$24.82	$44.44	$19.62	TBD	$32.38	See Ex C-1
Zone 4, per month	UHL4W	NA	NA	NA	NA	NA	$25.90	NA	NA	See Ex C-1
NRC - 1st	UHL4W	$402.13	$333.40	$239.86	$276.76	$329.76	$392.21	$392.35	$486.11	See Ex C-1
NRC - Add'l	UHL4W	$352.50	$250.01	$205.28	$192.02	$245.15	$343.63	$343.62	$393.78	See Ex C-1
NRC - Disconnect Charge - 1st	UHL4W	$106.65	$114.30	NA	$122.17	$124.19	$105.86	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UHL4W	$56.98	$19.58	NA	$20.64	$20.98	$57.25	NA	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.06	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	See Ex C-1
4-Wire DS1 Digital Loop										
RC - Statewide, per month	USLXX	NA	NA	NA	NA	NA	NA	$62.78	NA	See Ex C-1
RC - Zone 1, per month (Note 2)	USLXX	$51.74	$64.69	$55.53	$50.26	$56.32	$50.99	TBD	$59.61	See Ex C-1
RC - Zone 2, per month (Note 2)	USLXX	$84.05	$94.71	$64.13	$94.06	$96.73	$67.58	TBD	$89.90	See Ex C-1
RC - Zone 3, per month (Note 2)	USLXX	$152.29	$208.93	$101.93	$162.34	$197.57	$96.58	TBD	$119.06	See Ex C-1
RC - Zone 4, per month (Note 2)	USLXX	NA	NA	NA	NA	NA	$127.47	NA	NA	See Ex C-1
NRC - 1st	USLXX	$610.13	$540.00	$429.98	$849.80	$410.38	$599.09	$714.84	$715.77	See Ex C-1
NRC - Add'l	USLXX	$380.26	$465.00	$268.18	$523.27	$255.48	$373.90	$421.47	$421.50	See Ex C-1
NRC - Disconnect Charge - 1st	USLXX	$134.77	$82.85	NA	NA	$92.35	$133.53	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	USLXX	$55.97	$21.69	NA	NA	$38.44	$56.25	NA	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$43.77	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$49.18	$36.18	$34.52	$36.18	$33.05	$48.17	$45.34	$48.47	See Ex C-1
4-Wire 56 Kbps Dig Grade Loop										
RC - Statewide, per month	UDL56	NA	NA	NA	NA	NA	NA	$32.67	NA	See Ex C-1
RC - Zone 1, per month (Note 2)	UDL56	$27.33	$39.08	$25.75	$35.92	$27.50	$25.61	TBD	$34.26	See Ex C-1
RC - Zone 2, per month (Note 2)	UDL56	$44.40	$57.21	$29.74	$40.32	$47.24	$33.94	TBD	$51.67	See Ex C-1
RC - Zone 3, per month (Note 2)	UDL56	$80.45	$126.22	$47.27	$37.90	$96.48	$48.51	TBD	$68.43	See Ex C-1
RC - Zone 4, per month (Note 2)	UDL56	NA	NA	NA	NA	NA	$64.02	NA	NA	See Ex C-1
NRC - 1st	UDL56	$498.05	$654.72	$348.55	$258.62	$333.28	$489.00	$489.04	$602.73	See Ex C-1
NRC - Add'l	UDL56	$343.70	$428.45	$241.20	$176.11	$230.50	$337.93	$337.51	$393.50	See Ex C-1
NRC - Disconnect Charge - 1st	UDL56	$129.62	$122.15	NA	$127.74	$87.99	$128.36	NA	$44.06	See Ex C-1

BELLSOUTH/SBCT RATES - NETWORK ELEMENTS and OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect Charge - Add'l	UDL56	$64.25	$27.42	NA	$27.90	$44.24	$64.35	NA	$13.55	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	See Ex C-1
4-Wire 64 Kbps Dig Grade Loop										
RC - Statewide, per month	UDL64	NA	NA	NA	NA	NA	NA	$32.67	$41.70	See Ex C-1
RC - Zone 1, per month (Note 2)	UDL64	$27.33	$39.08	$25.75	$35.92	$27.50	$25.61	TBD	$34.26	See Ex C-1
RC - Zone 2, per month (Note 2)	UDL64	$44.40	$57.21	$29.74	$40.32	$47.24	$33.94	TBD	$51.67	See Ex C-1
RC - Zone 3, per month (Note 2)	UDL64	$80.45	$126.22	$47.27	$37.90	$96.48	$48.51	TBD	$68.43	See Ex C-1
RC - Zone 4, per month (Note 2)	UDL64	NA	NA	NA	NA	NA	$64.02	NA	NA	See Ex C-1
NRC - 1st	UDL64	$498.05	$654.72	$348.55	$258.62	$333.28	$489.00	$489.04	$602.73	See Ex C-1
NRC - Add'l	UDL64	$343.70	$428.45	$241.20	$176.11	$230.50	$337.93	$337.51	$393.50	See Ex C-1
NRC - Disconnect Charge - 1st	UDL64	$129.62	$122.15	NA	$127.74	$87.99	$128.36	NA	$44.06	See Ex C-1
NRC - Disconnect Charge - Add'l	UDL64	$64.25	$27.42	NA	$27.90	$44.24	$64.35	NA	$13.55	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	See Ex C-1
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	$45.99	$36.18	$34.22	$36.18	$32.77	$45.27	$45.34	$45.43	See Ex C-1
2-Wire Unb Copper Loop/Short(< or = 18kft), incl Man SI & Fac Res*										
RC - Statewide, per month	UCLPB	$15.11	NA	$13.97	NA	NA	NA	NA	$20.81	See Ex C-1
RC - Zone 1, per month (Note 2)	UCLPB	TBD	$18.60	$19.80	$14.94	$16.34	$16.85	$12.27	$18.90	See Ex C-1
RC - Zone 2, per month (Note 2)	UCLPB	TBD	$27.23	$22.86	$15.15	$17.99	$22.34	$20.63	$28.50	See Ex C-1
RC - Zone 3, per month (Note 2)	UCLPB	TBD	$60.07	$36.34	$15.73	$18.83	$31.92	$23.88	$37.75	See Ex C-1
RC - Zone 4, per month (Note 2)	UCLPB	NA	NA	NA	NA	NA	$42.13	NA	NA	See Ex C-1
NRC - 1st	UCLPB	$514.21	$389.84	$395.16	$391.93	$386.13	$504.82	$450.00	$600.61	See Ex C-1
NRC - Add'l	UCLPB	$464.58	$251.26	$217.39	$251.98	$246.38	$456.24	$390.00	$507.33	See Ex C-1
NRC - Disconnect Charge - 1st	UCLPB	TBD	$154.23	$142.27	$160.06	$159.29	$105.86	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UCLPB	TBD	$35.23	$37.86	$36.20	$36.02	$57.25	NA	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	NA	$18.94	NA	$18.14	$25.52	$26.94	$47.00	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21.00	NA	$8.42	NA	$8.06	$11.34	$12.76	$25.52	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	$142.27	NA	$11.41	$16.06	NA	$21.00	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	NA	$37.86	NA	$11.41	$16.06	NA	$21.00	See Ex C-1
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$16.00	$16.31	$36.46	$16.31	$32.77	$45.27	$16.00	$45.43	See Ex C-1
2-Wire Unb Copper Loop/Short (< or = 18kft), without Man SI & Fac Res										
RC - Statewide, per moth	UCLPW	NA	NA	NA	NA	NA	NA	NA	$20.81	See Ex C-1
Zone 1, per month	UCLPW	TBD	$18.60	$11.90	$14.94	$16.34	$16.85	$12.27	$18.90	See Ex C-1
Zone 2, per month	UCLPW	TBD	$27.23	$13.74	$15.15	$17.99	$22.34	$20.63	$28.50	See Ex C-1
Zone 3, per month	UCLPW	TBD	$60.07	$21.83	$15.73	$18.83	$31.92	$23.88	$37.75	See Ex C-1
Zone 4, per month	UCLPW	NA	NA	NA	NA	NA	$42.13	NA	NA	See Ex C-1
NRC - 1st	UCLPW	$375.21	$257.00	$154.13	$259.09	$253.48	$365.82	$311.00	$461.61	See Ex C-1
NRC - Add'l	UCLPW	$325.58	$173.62	$139.75	$174.35	$168.86	$317.24	$251.00	$368.33	See Ex C-1
NRC - Disconnect Charge - 1st	UCLPW	TBD	$108.29	$140.73	$112.86	$112.32	$105.86	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UCLPW	TBD	$15.46	$37.45	$15.88	$15.81	$57.25	NA	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1

BELLSOUTH/SBCT RATES - NETWORK ELEMENTS and OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	NA	NA	NA	$18.14	$25.52	$26.94	$47.00	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21.00	NA	NA	NA	$8.06	$11.34	$12.76	$25.52	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	$21.00	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	$21.00	See Ex C-1
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$16.00	$16.31	$36.46	$16.31	$32.77	$45.27	$16.00	$45.43	See Ex C-1
2-Wire Unb Copper Loop/Long (> 18kft), Incl Man SI & Fac Res										
RC - Statewide, per month	UCL2L	$40.00	NA	$41.61	NA	NA	NA	NA	NA	See Ex C-1
RC - Zone 1, per month (Note 2)	UCL2L	TBD	$48.79	$19.80	$36.19	$43.92	$16.85	$38.66	$18.90	See Ex C-1
RC - Zone 2, per month (Note 2)	UCL2L	TBD	$58.13	$22.86	$49.31	$59.76	$22.34	$64.03	$28.50	See Ex C-1
RC - Zone 3, per month (Note 2)	UCL2L	TBD	$71.17	$36.34	$80.78	$104.74	$31.92	$73.89	$37.75	See Ex C-1
RC - Zone 4, per month (Note 2)	UCL2L	NA	NA	NA	NA	NA	$42.13	NA	NA	See Ex C-1
NRC - 1st	UCL2L	$514.21	$331.86	$395.16	$333.21	$332.73	$504.82	$450.00	$600.61	See Ex C-1
NRC - Add'l	UCL2L	$464.58	$193.27	$217.39	$193.26	$192.99	$456.24	$390.00	$507.33	See Ex C-1
NRC - Disconnect Charge - 1st	UCL2L	NA	$154.23	$142.27	$160.06	$159.29	$105.86	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UCL2L	NA	NA	$37.86	$36.20	$36.02	$57.25	NA	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	NA	$18.94	$47.00	$18.14	$25.52	$26.94	$47.00	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21.00	NA	$8.42	NA	$8.06	$11.34	$12.76	$25.52	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	$142.27	NA	$11.41	$16.06	NA	$21.00	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN	$17.77	NA	$37.86	NA	$11.41	$16.06	NA	$21.00	See Ex C-1
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$16.00	$16.31	$36.46	$16.31	$32.77	$45.27	$16.00	$45.43	See Ex C-1
2-Wire Unb Copper Loop/Long (> 18kft), without Man SI & Fac Res										
RC - Statewide, per month	UCL2W	$40.00	NA	$37.00	NA	NA	NA	NA	NA	See Ex C-1
Zone 1, per month	UCL2W	TBD	$48.79	TBD	$36.19	$43.92	$16.85	$38.66	$18.90	See Ex C-1
Zone 2, per month	UCL2W	TBD	$58.13	TBD	$49.31	$59.76	$22.34	$64.03	$28.50	See Ex C-1
Zone 3, per month	UCL2W	TBD	$71.17	TBD	$80.78	$104.74	$31.92	$73.89	$37.75	See Ex C-1
Zone 4, per month	UCL2W	NA	NA	NA	NA	NA	$42.13	NA	NA	See Ex C-1
NRC - 1st	UCL2W	$375.21	$199.01	$154.13	$200.37	$200.08	$365.82	$311.00	$461.61	See Ex C-1
NRC - Add'l	UCL2W	$325.58	$115.63	$139.75	$115.63	$115.46	$317.24	$251.00	$368.33	See Ex C-1
NRC - Disconnect Charge - 1st	UCL2W	NA	$108.29	TBD	$112.86	$112.32	$105.86	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UCL2W	NA	$15.46	TBD	$15.88	$15.81	$57.25	NA	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$47.00	NA	TBD	NA	$18.14	$25.52	$26.94	$47.00	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$21.00	NA	TBD	NA	$8.06	$11.34	$12.76	$25.52	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	TBD	NA	$11.41	$16.06	NA	$21.00	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN	$17.77	NA	TBD	NA	$11.41	$16.06	NA	$21.00	See Ex C-1
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	$16.00	$16.31	$36.46	$16.31	$32.77	$45.27	$16.00	$45.43	See Ex C-1
4-Wire Unb Copper Loop/Short (< or = 18kft), Incl Man SI & Fac Res										
Statewide, per month*	UCL4S	TBD	NA	$19.34	NA	NA	NA	NA	NA	See Ex C-1
Zone 1, per month	UCL4S	TBD	$25.56	$16.65	$25.26	$29.14	$25.00	$18.49	$25.00	See Ex C-1
Zone 2, per month	UCL4S	TBD	$30.53	$19.22	$23.00	$26.62	$27.50	$29.75	$27.50	See Ex C-1
Zone 3, per month	UCL4S	TBD	$32.24	$30.55	$19.08	$28.75	$30.00	$34.1	$30.00	See Ex C-1
Zone 4, per month	UCL4S	NA	NA	NA	NA	NA	$35.00	N	NA	See Ex C-1
NRC - 1st	UCL4S	TBD	$438.27	$353.80	$440.35	$434.49	$400.00	$400.	$400.00	See Ex C-1
NRC - Add'l	UCL4S	TBD	$299.68	$162.61	$300.41	$294.74	$300.00	$300.00	$300.00	See Ex C-1
NRC - Disconnect Charge - 1st	UCL4S	TBD	$161.19	$156.25	$171.58	$174.43	$150.00	$150.00	$150.00	See Ex C-1
NRC - Disconnect Charge - Add'l	UCL4S	TBD	$39.76	$41.96	$41.90	$42.60	$40.00	$40.00	$40.00	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	$25.52	$26.94	$47.00	See Ex C-1

BELLSOUTH/SBCT RATES - NETWORK ELEMENTS and OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	$11.34	$12.76	$25.52	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	$16.06	NA	$21.00	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN				NA	$11.41	$16.06	NA	$21.00	See Ex C-1
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	$16.31	$36.46	$16.31	$32.77	$45.27	$16.00	$45.43	See Ex C-1
4-Wire Unb Copper Loop/Short (< or = 18kft), without Man SI & Fac Res										
RC - Statewide, per month	UCL4W	TBD	NA	$19.34	NA	NA	NA	NA	NA	See Ex C-1
Zone 1, per month	UCL4W	TBD	$25.56	$16.65	$25.26	$29.14	$25.00	$18.49	$25.00	See Ex C-1
Zone 2, per month	UCL4W	TBD	$30.53	$19.22	$23.00	$26.62	$27.50	$29.75	$27.50	See Ex C-1
Zone 3, per month	UCL4W	TBD	$32.24	$30.55	$19.08	$28.75	$30.00	$34.14	$30.00	See Ex C-1
Zone 4, per month	UCL4W	NA	NA	NA	NA	NA	$35.00	NA	NA	See Ex C-1
NRC - 1st	UCL4W	TBD	$305.43	$214.80	$307.51	$301.83	$261.00	$261.00	$261.00	See Ex C-1
NRC - Add'l	UCL4W	TBD	$222.05	$162.61	$222.77	$217.22	$161.00	$161.00	$161.00	See Ex C-1
NRC - Disconnect Charge - 1st	UCL4W	TBD	$114.30	$156.25	$122.17	$124.19	$150.00	$150.00	$150.00	See Ex C-1
NRC - Disconnect Charge - Add'l	UCL4W	TBD	$19.58	$41.96	$20.64	$20.98	$40.00	$40.00	$40.00	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	$25.52	$26.94	$47.00	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	$11.34	$12.76	$25.52	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	$16.06	NA	$21.00	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN		NA		NA	$11.41	$16.06	NA	$21.00	See Ex C-1
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	$16.31	$36.46	$16.31	$32.77	$45.27	$16.00	$45.43	See Ex C-1
4-Wire Unb Copper Loop/Long (>18kft), incl Man Svc Ing & Fac Res										
Statewide, Per month	UCL4L	TBD	NA	$55.86	NA	NA	NA	NA	NA	See Ex C-1
Zone 1, per month	UCL4L	TBD	$82.70	$47.56	$81.02	$77.94	$50.00	$54.54	$50.00	See Ex C-1
Zone 2, per month	UCL4L	TBD	$119.02	$54.92	$55.74	$115.84	$60.00	$90.93	$60.00	See Ex C-1
Zone 3, per month	UCL4L	TBD	$147.54	$87.30	$88.97	$143.00	$90.00	$105.09	$90.00	See Ex C-1
Zone 4, per month	UCL4L	NA	NA	NA	NA	NA	TBD	NA	NA	See Ex C-1
NRC - 1st	UCL4L	TBD	$380.29	$397.06	$381.63	$381.09	$400.00	$400.00	$400.00	See Ex C-1
NRC - Add'l	UCL4L	TBD	$241.70	$227.88	$241.69	$241.35	$300.00	$300.00	$300.00	See Ex C-1
NRC - Disconnect Charge - 1st	UCL4L	TBD	$161.19	$156.25	$171.58	$174.43	$150.00	$150.00	$150.00	See Ex C-1
NRC - Disconnect Charge - Add'l	UCL4L	TBD	$39.76	$41.96	$41.90	$42.60	$40.00	$40.00	$40.00	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	$25.52	$26.94	$47.00	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	$11.34	$12.76	$25.52	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	$16.06	NA	$21.00	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN		NA		NA	$11.41	$16.06	NA	$21.00	See Ex C-1
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	$16.31	$36.46	$16.31	$32.77	$45.27	$16.00	$45.43	See Ex C-1
4-Wire Unb Copper Loop/Long (>18kft), without Man SI & Fac Res										
Statewide, Per month	UCL4O	TBD	NA	$55.86	NA	NA	NA	NA	NA	See Ex C-1
Zone 1, per month	UCL4O	TBD	$82.70	$47.56	$81.02	$77.94	$50.00	$54.54	$50.00	See Ex C-1
Zone 2, per month	UCL4O	TBD	$119.02	$54.92	$55.74	$115.84	$60.00	$90.93	$60.00	See Ex C-1
Zone 3, per month	UCL4O	TBD	$147.54	$87.30	$88.97	$143.00	$90.00	$105.09	$90.00	See Ex C-1
Zone 4, per month	UCL4O	NA	NA	NA	NA	NA	TBD	NA	NA	See Ex C-1
NRC - 1st	UCL4O	TBD	$247.44	$397.06	$248.79	$248.44	$261.00	$261.00	$261.00	See Ex C-1
NRC - Add'l	UCL4O	TBD	$164.06	$227.88	$164.05	$163.82	$161.00	$161.00	$161.00	See Ex C-1
NRC - Disconnect Charge - 1st	UCL4O	TBD	$114.30	$156.25	$122.17	$124.19	$150.00	$150.00	$150.00	See Ex C-1
NRC - Disconnect Charge - Add'l	UCL4O	TBD	$19.58	$41.96	$20.64	$20.98	$40.00	$40.00	$40.00	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	$25.52	$26.94	$47.00	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	$11.34	$12.76	$25.52	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	$16.06	NA	$21.00	See Ex C-1

BELLSOUTH/SBCT RATES - NETWORK ELEMENTS and OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'L	SOMAN		NA	NA	NA	$11.41	$16.06	NA	$21.00	See Ex C-1
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	$16.31	$36.46	$16.31	$32.77	$45.27	$16.00	$45.43	See Ex C-1
DS3 Local Loop										
DS3 Unbundled Local Loop - per mile	1L5ND	$10.85	$11.77	$8.90	$43.69	$11.26	$54.39	$32.53	$15.53	$30.53
DS3 Unbundled Local Loop- per Facility Termination	UE3PX	$419.65	$404.58	$390.34	$436.95	$439.59	$427.81	$387.01	$421.60	$400.21
NRC - Facility Termination - 1st	UE3PX	$640.54	$903.37	$639.50	$1,091.00	$594.70	$975.22	$964.04	$735.42	$726.16
NRC - Facility Termination - Add'l	UE3PX	$426.82	$528.05	$426.40	$661.23	$396.54	$549.17	$542.73	$519.31	$411.64
NRC - Facility Termination - Disconnect - 1st	UE3PX	$121.72	$221.46	$122.31	NA	$102.16	$134.07	NA	NA	$103.36
NRC - Facility Termination - Disconnect - Add'l	UE3PX	$118.54	$154.90	$119.14	NA	$99.46	$130.59	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	SOMEC	$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	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	$50.25	$34.92	$68.62	$29.76	$54.26	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	$50.25	$34.92	$68.62	$29.76	$54.26	NA
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$19.03	NA	$18.03	$20.94	$20.94	$28.59	NA	NA	NA
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	$20.94	$20.94	$28.59	NA	NA	NA
STS-1 Local Loop										
STS-1 Unbundled Local Loop - per mile	1L5ND	$10.85	$11.77	$8.90	$43.69	$38.98	$54.39	$32.53	$15.53	$30.53
STS-1 Unbundled Local Loop- per Facility Termination	UDLS1	$419.65	$446.09	$421.59	$436.95	$497.08	$427.81	$387.01	$431.32	$400.21
NRC - STS-1 - Facility Termination - 1st	UDLS1	$640.54	$903.37	$639.50	$1,091	$709.14	$975.22	$964.04	$735.42	$726.16
NRC - STS-1 - Facility Termination - Add'l	UDLS1	$426.82	$528.05	$426.40	$661.23	$402.63	$549.17	$542.73	$519.31	$411.64
NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	$121.72	$221.46	$122.31	NA	$102.16	$134.07	NA	NA	$103.36
NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	$118.54	$154.90	$119.14	NA	$99.46	$130.59	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	SOMEC	$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	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$29.76	$54.26	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$29.76	$54.26	NA
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
OC3- Local Loop										
Local Loop - OC3 - per Mile	1L5ND	$8.23	$8.93	$6.75	$33.15	$29.58	$41.27	$24.69	$11.78	$23.16
Local Loop - OC3 - per Facility Termination		$691.33	$648.60	$630.21	$713.29	$753.65	$689.68	$611.25	$701.71	$620.20
NRC - OC3 - Facility Termination - 1st		$949.63	$966.45	$947.69	$1,543	$1,025	$1,427	$1,4[illegible]	$1,044	$1,050
NRC - OC3 - Facility Termination - Add'l		$413.38	$408.85	$413.00	$661.23	$402.63	$549.17	$54[illegible]	$505.88	$411.64
NRC - OC3 - Facility Termination - Disconnect - 1st		$121.72	$11.56	$122.31	NA	$102.16	$134.07	$131[illegible]	NA	$103.36
NRC - OC3 - Facility Termination - Disconnect - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	$128.19	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	SOMEC	$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	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA
OC -12 Local Loop										
Local Loop - OC12 - per Mile	1L5ND	$10.13	$10.99	$8.31	$40.80	$36.40	$50.79	$30.38	$14.50	$28.51
Local Loop - OC12 - per Facility Termination		$2,557	$2,053.06	$2,109.00	$2,457	$2,571	$2,371	$2,122	$2,663	$2,079
NRC - OC12 - Facility Termination - 1st		$1,165	$1,183.46	$1,162.00	$1,858	$1,245	$1,742	$1,722	$1,259	$1,276
NRC - OC12 - Facility Termination - Add'l		$413.38	$408.85	$413.00	$661.23	$402.63	$549.17	$542.73	$505.88	$411.64
NRC - OC12 - Facility Termination - Disconnect - 1st		$121.72	$111.56	$122.31	NA	$102.16	$134.07	$131.65	NA	$103.36
NRC - OC12 - Facility Termination - Disconnect - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	$128.19	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	SOMEC	$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	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$68.62	$54.26	NA

BELLSOUTH/SBCT RATES - NETWORK ELEMENTS and OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$68.62	$54.26	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$28.59	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$28.59	NA	NA
OC - 48 Local Loop										
Local Loop - OC48 - per Mile	1L5ND	$33.22	$36.04	$27.25	$133.84	$119.40	$166.59	$120.02	$47.57	$93.50
Local Loop - OC48 - per Facility Termination		$1,713	$1,685.97	$1,598.00	$2,129	$2,268	$1,753	$1,677	$1,733	$1,832
Local Loop - OC12 Interface on OC48 Facility		$736.71	$587.71	$594.80	$725.77	$723.29	$667.00	$582.66	$773.40	$570.54
NRC - OC48 - Facility Termination - 1st		$1,165	$1,183.46	$1,162.00	$1,858	$1,245	$1,742	$1,722	$1,259	$1,276
NRC - OC48 - Facility Termination - Add'l		$413.38	$408.85	$413.00	$861.23	$402.63	$549.17	$542.73	$505.88	$411.64
NRC - OC48 - Interface OC12 on OC48 - 1st		$121.72	$543.72	$539.36	$844.21	$532.13	$729.04	$720.81	$635.04	$544.55
NRC - OC48 - Interface OC12 on OC48 - Add'l		$118.54	$312.05	$317.38	$516.89	$304.90	$404.94	$400.38	$410.02	$311.39
NRC - OC48 - Facility Termination - Disconnect - 1st		$121.72	$111.56	$122.31	NA	$102.16	$134.07	$131.65	NA	$103.36
NRC - OC48 - Facility Termination - Disconnect - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	$128.19	NA	$100.59
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st		$121.72	$111.56	$122.31	NA	$102.16	$134.07	$131.65	NA	$103.36
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	$128.19	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	SOMEC	$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	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	$19.03	NA	$18.03	$93.12	$20.94	$28.59	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add	SOMAN	$19.03	NA	$18.03	$93.12	$20.94	$28.59	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-	SOMAN	$38.48	NA	$37.55	NA	$50.25	$68.62	$69.34	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-A	SOMAN	$38.48	NA	$37.55	NA	$50.25	$68.62	$69.34	NA	NA
Unbundled Loop Modification/Conditioning										
NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops < or = 18kft **	ULM2L	$65.23	$65.40	$69.28	$65.40	$65.30	$80.55	$65.49	$65.20	See Ex C-2
NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops > 18kft - 1st **	ULM2G	$716.70	$710.71	$757.04	$710.73	$709.71	$880.00	$719.55	$716.32	See Ex C-2
NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops > 18kft -Add'l	ULM2G	$23.55	$23.77	$23.49	$23.77	$23.74	$27.30	$23.65	$23.54	See Ex C-2
NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops < or = 18kft **	ULM4L	$65.23	$65.40	$69.28	$65.40	$65.30	$80.55	$65.49	$65.20	See Ex C-2
NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops > 18kft - 1st **	ULM4G	$716.70	$710.71	$757.04	$710.73	$709.71	$880.00	$719.55	$716.32	See Ex C-2
NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops > 18kft -Add'l	ULM4G	$23.55	$23.77	$23.49	$23.77	$23.74	$27.30	$23.65	$23.54	See Ex C-2
NRC - Bridged Tap Removal per pair unloaded **	ULMBT	$65.28	$65.44	$79.99	$65.44	$65.35	$121.14	$65.64	$65.24	See Ex C-2
UNBUNDLED SUB-LOOPS										
SUB-LOOP DISTRIBUTION										
Cross-Box Set-Up										
NRC-Set-Up per CrossBox location in the field-CLEC Feeder Facility set-up	USBSA	$517.43	$711.78	$421.08	$627.16	$639.68	TBD	$498.09	$510.15	See Ex C-1
NRC - Set-Up per Cross Box location in the field - per 25 pair panel set-up	USBSB	$44.87	$45.28	$67.10	$45.28	$45.22	TBD	$45.04	$44.84	See Ex C-1
NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	USBSC	$311.77	$333.44	$394.74	$407.02	$289.90	TBD	$313.01	$311.60	See Ex C-2
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBSD	$107.63	$109.85	$154.57	$111.55	$104.26	TBD	$108.06	$108.17	See Ex C-2
Loop Distribution per 2-Wire Analog VG Sub-Loop, per month	USBN2	$9.05	NA	$9.12	NA	NA	TBD	NA	$8.34	See Ex C-1
Zone 1, per month	USBN2	TBD	$9.36	TBD	$9.03	$10.33	TBD	$7.99	NA	See Ex C-1
Zone 2, per month	USBN2	TBD	$12.49	TBD	$12.25	$14.43	TBD	$12.63	NA	See Ex C-1
Zone 3, per month	USBN2	TBD	$16.13	TBD	$16.71	$21.11	TBD	$14.43	NA	See Ex C-1
Zone 4, per month	USBN2	NA	NA	NA	NA	NA	TBD	NA	NA	See Ex C-1
NRC - 1st	USBN2	$125.53	$139.20	$207.01	$139.19	$138.99	TBD	$126.03	$195.98	See Ex C-1
NRC - Add'l	USBN2	$54.32	$61.94	$171.32	$61.93	$61.84	TBD	$54.54	$63.70	See Ex C-1
NRC - Disconnect Charge - 1st	USBN2	$92.45	$98.49	TBD	$101.18	$100.70	TBD	$71.13	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	USBN2	$13.21	$13.08	TBD	$13.44	$13.37	TBD	$10.16	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	$18.94	NA	$18.14	TBD	$26.94	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	$8.42	NA	$8.06	TBD	$12.76	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	$15.12	NA	See Ex C-1
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$51.29	$16.31	$34.22	$16.31	$16.29	TBD	$45.34	$45.43	See Ex C-1

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
Loop Distribution per 4-Wire Analog VG Sub-Loop, per month	USBN4	$10.56	NA	$8.32	NA	NA	TBD	NA	$10.22	NA
Zone 1, per month	USBN4	TBD	$10.12	TBD	$10.18	$15.67	TBD	$9.23	NA	TBD
Zone 2, per month	USBN4	TBD	$18.29	TBD	$9.44	$20.35	TBD	$14.63	NA	TBD
Zone 3, per month	USBN4	TBD	$26.09	TBD	$13.38	$24.93	TBD	$16.73	NA	TBD
Zone 4, per month	USBN4	NA	NA	NA	NA	NA	TBD	NA	NA	TBD
NRC - 1st	USBN4	$155.90	$165.68	$219.35	$165.67	$165.43	TBD	$156.52	$232.76	TBD
NRC - Add'l	USBN4	$79.35	$88.42	$72.99	$88.41	$88.29	TBD	$79.66	$91.92	TBD
NRC - Disconnect Charge - 1st	USBN4	$107.24	$104.31	$123.72	$109.94	$111.76	TBD	$78.56	NA	TBD
NRC - Disconnect Charge - Add'l	USBN4	$18.46	$17.15	$28.77	$18.08	$18.38	TBD	$13.53	NA	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	TBD	NA	TBD	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$51.29	$16.31	$34.22	$16.31	$16.29	TBD	$45.34	$45.43	TBD
Loop Distribution per 2 Wire Unbundled Copper Sub-Loop, per month	UCS2X	$6.55	NA	TBD	NA	NA	TBD	NA	$6.82	NA
Zone 1, per month	UCS2X	TBD	$7.91	TBD	$8.01	$8.72	TBD	$7.33	NA	TBD
Zone 2, per month	UCS2X	TBD	$10.37	TBD	$9.18	$11.43	TBD	$10.95	NA	TBD
Zone 3, per month	UCS2X	TBD	$12.76	TBD	$11.02	$14.06	TBD	$12.53	NA	TBD
Zone 4, per month	UCS2X	NA	NA	NA	NA	NA	TBD	NA	NA	TBD
NRC - 1st	UCS2X	$136.55	$139.20	TBD	$139.19	$138.99	TBD	$137.[illegible]	$212.46	TBD
NRC - Add'l	UCS2X	$60.00	$61.94	TBD	$61.93	$61.84	TBD	$60.24	$70.03	TBD
NRC - Disconnect Charge - 1st	UCS2X	$99.54	$98.49	TBD	$101.18	$100.70	TBD	$76.58	NA	TBD
NRC - Disconnect Charge - Add'l	UCS2X	$14.05	$13.08	TBD	$13.44	$13.37	TBD	$10.81	NA	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$51.29	$16.31	TBD	$16.31	$16.29	TBD	$45.34	$45.43	TBD
Loop Distribution per 4 Wire Unbundled Copper Sub-Loop, per month	UCS4X	$8.06	NA	TBD	NA	NA	TBD	NA	$8.86	NA
Zone 1, per month	UCS4X	TBD	$7.11	TBD	$10.65	$10.48	TBD	$7.14	NA	TBD
Zone 2, per month	UCS4X	TBD	$11.26	TBD	$9.71	$13.52	TBD	$11.09	NA	TBD
Zone 3, per month	UCS4X	TBD	$16.92	TBD	$8.45	$17.66	TBD	$12.63	NA	TBD
Zone 4, per month	UCS4X	NA	NA	NA	NA	NA	TBD	NA	NA	TBD
NRC - 1st	UCS4X	$161.59	$165.68	TBD	$165.67	$165.43	TBD	$162.24	$238.46	TBD
NRC - Add'l	UCS4X	$85.04	$88.42	TBD	$88.41	$88.29	TBD	$85.38	$97.61	TBD
NRC - Disconnect Charge - 1st	UCS4X	$107.24	$104.31	TBD	$109.94	$111.76	TBD	$78.56	NA	TBD
NRC - Disconnect Charge - Add'l	UCS4X	$18.46	$17.15	TBD	$18.08	$18.38	TBD	$13.53	NA	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$51.29	$16.31	TBD	$16.31	$16.29	TBD	$45.34	$45.43	TBD
Sub-Loop-Intrabldg Ntwk Cable (aka riser cable), 2W analog, per mo	USBR2	$1.33	$3.87	$1.61	$3.23	$1.59	TBD	$3.50	$1.60	See Ex C-2
NRC - 1st	USBR2	$113.60	$113.62	$137.03	$113.61	$106.11	TBD	$114.05	$189.52	See Ex C-2
NRC - Add'l	USBR2	$50.44	$36.36	$41.59	$36.35	$35.12	TBD	$37.20	$47.09	See Ex C-2
NRC - Disconnect Charge - 1st	USBR2	$99.54	$98.49	$115.85	$101.18	$93.19	TBD	$76.58	NA	See Ex C-2
NRC - Disconnect Charge - Add'l	USBR2	$14.05	$13.08	$19.17	$13.44	$13.92	TBD	$10.81	NA	See Ex C-2
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	See Ex C-2
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	See Ex C-2
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	See Ex C-2

BELLSOUTH/SBCT RATES - NETWORK ELEMENTS and OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	See Ex C-2
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	TBD	NA	NA	See Ex C-2
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	TBD	NA	NA	See Ex C-2
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	TBD	NA	NA	See Ex C-2
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$51.29	$16.31	$34.22	$16.31	$16.29	TBD	$45.34	$45.43	See Ex C-2
Sub-Loop-Intrabldg Ntwk Cable (aka riser cable), 4W analog, per mo	USBR4	$2.17	$7.20	$2.96	$6.29	$2.83	TBD	$3.75	$2.78	See Ex C-2
NRC - 1st	USBR4	$127.17	$126.10	$176.46	$126.10	$118.69	TBD	$127.67	$204.20	See Ex C-2
NRC - Add'l	USBR4	$50.62	$48.84	$55.11	$48.84	$47.70	TBD	$50.82	$60.40	See Ex C-2
NRC - Disconnect Charge - 1st	USBR4	$107.45	$104.31	$122.17	$109.94	$101.65	TBD	$78.71	NA	See Ex C-2
NRC - Disconnect Charge - Add'l	USBR4	$14.59	$17.15	$19.57	$18.08	$14.61	TBD	$10.69	NA	See Ex C-2
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	See Ex C-2
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	See Ex C-2
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	See Ex C-2
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	See Ex C-2
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	TBD	NA	NA	See Ex C-2
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	TBD	NA	NA	See Ex C-2
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	TBD	NA	NA	See Ex C-2
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$51.29	$16.31	$34.22	$16.31	$16.29	TBD	$45.34	$45.43	See Ex C-2
SUB-LOOP FEEDER										
Cross-Box Set-Up										
NRC - DS0 Set-Up per Cross Box location-CLEC Distribution Facility set-up	USBFW	517.43	711.78	$421.08	627.16	$639.68	TBD	498.09	510.15	See Ex C-1
NRC - DS0 Set-Up per Cross Box location - per 25 pair panel set-up	USBFX	44.87	45.28	$67.10	45.28	$45.22	TBD	45.04	44.84	See Ex C-1
NRC - DS1 Set-Up per Cross Box location-CLEC Distribution Facility set-up	USBFY	517.43	711.78	$421.08	627.16	$639.68	TBD	498.09	510.15	TBD
NRC - DS1 Set-Up per Cross Box location - per pair panel set-up	USBFZ	44.87	45.28	$67.10	45.28	$45.22	TBD	45.04	44.84	TBD
2-Wire Analog VG Ground-Start Unbundled Sub-Loop Feeder, per month	USBFA	$13.68	NA	$8.58	NA	NA	TBD	NA	$10.06	See Ex C-1
Zone 1, per month	USBFA	TBD	$10.75	TBD	$10.36	$11.01	TBD	$8.92	NA	See Ex C-1
Zone 2, per month	USBFA	TBD	$11.57	TBD	$13.62	$13.36	TBD	$14.10	NA	See Ex C-1
Zone 3, per month	USBFA	TBD	$13.51	TBD	$19.69	$21.56	TBD	$16.11	NA	See Ex C-1
Zone 4, per month	USBFA	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - 1st	USBFA	$198.42	$193.62	$206.44	$192.57	$192.30	TBD	$122.52	$199.27	See Ex C-1
NRC - Add'l	USBFA	$116.66	$113.00	$170.05	$111.96	$111.80	TBD	$46.61	$60.33	See Ex C-1
NRC - Disconnect Charge - 1st	USBFA	$119.95	$116.59	TBD	$119.14	$118.57	TBD	$77.90	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	USBFA	$27.04	$26.70	TBD	$26.79	$26.66	TBD	$14.68	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	$18.94	NA	$18.14	TBD	$26.94	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	$8.42	NA	$8.06	TBD	$12.76	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	$15.12	NA	See Ex C-1
2-Wire Analog VG Loop-Start Unbundled Sub-Loop Feeder, per month	USBFB	$13.68	NA	$8.58	NA	NA	TBD	NA	$10.06	See Ex C-1
Zone 1, per month	USBFB	TBD	$10.75	TBD	$10.36	$11.01	TBD	$8.92	NA	See Ex C-1
Zone 2, per month	USBFB	TBD	$11.57	TBD	$13.62	$13.36	TBD	$14.10	NA	See Ex C-1
Zone 3, per month	USBFB	TBD	$13.51	TBD	$19.69	$21.56	TBD	$16.11	NA	See Ex C-1
Zone 4, per month	USBFB	NA	NA	NA	NA	NA	TBD	NA	NA	See Ex C-1
NRC - 1st	USBFB	$198.42	$193.62	$206.44	$192.57	$192.30	TBD	$122.52	$199.27	See Ex C-1
NRC - Add'l	USBFB	$116.66	$113.00	$170.05	$111.96	$111.80	TBD	$46.61	$60.33	See Ex C-1
NRC - Disconnect Charge - 1st	USBFB	$119.95	$116.59	TBD	$119.14	$118.57	TBD	$77.90	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	USBFB	$27.04	$26.70	TBD	$26.79	$26.66	TBD	$14.68	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	$18.94	NA	$18.14	TBD	$26.94	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	$8.42	NA	$8.06	TBD	$12.76	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	$15.12	NA	See Ex C-1
2-Wire Analog VG Reverse Battery Unb Sub-Loop Feeder, per mo	USBFC	$13.68	NA	$8.58	NA	NA	TBD	NA	$10.06	See Ex C-1
Zone 1, per month	USBFC	TBD	$10.75	TBD	$10.36	$11.01	TBD	$8.92	NA	See Ex C-1
Zone 2, per month	USBFC	TBD	$11.57	TBD	$13.62	$13.36	TBD	$14.10	NA	See Ex C-1

BELLSOUTH/SBCT RATES - NETWORK ELEMENTS and OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
Zone 3, per month	USBFC	TBD	$13.51	TBD	$19.69	$21.56	TBD	$16.11	NA	See Ex C-1
Zone 4, per month	USBFC	NA	NA	NA	NA	NA	TBD	NA	NA	See Ex C-1
NRC - 1st	USBFC	$198.42	$193.62	$206.44	$192.57	$192.30	TBD	$122.52	$199.27	See Ex C-1
NRC - Add'l	USBFC	$116.66	$113.00	$170.05	$111.96	$111.80	TBD	$46.61	$60.33	See Ex C-1
NRC - Disconnect Charge - 1st	USBFC	$119.95	$116.59	TBD	$119.14	$118.57	TBD	$77.90	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	USBFC	$27.04	$26.70	TBD	$26.79	$26.66	TBD	$14.68	NA	See Ex C-1
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	See Ex C-1
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	See Ex C-1
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	$18.94	NA	$18.14	TBD	$26.94	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	$8.42	NA	$8.06	TBD	$12.76	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	$15.12	NA	See Ex C-1
4-Wire Analog VG Ground-Start Unbundled Sub-Loop Feeder, per month	USBFD	$24.94	NA	$19.91	NA	NA	NA	NA	$10.22	NA
Zone 1, per month	USBFD	TBD	$23.35	TBD	$30.69	$25.90	TBD	$21.91	NA	TBD
Zone 2, per month	USBFD	TBD	$27.94	TBD	$36.12	$27.00	TBD	$35.92	NA	TBD
Zone 3, per month	USBFD	TBD	$40.51	TBD	$22.90	$25.61	TBD	$41.37	NA	TBD
Zone 4, per month	USBFD	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC - 1st	USBFD	$224.21	$222.74	$243.41	$221.19	$220.87	TBD	$226.36	$232.76	TBD
NRC - Add'l	USBFD	$142.45	$140.22	$81.32	$138.67	$138.47	TBD	$144.28	$91.92	TBD
NRC - Disconnect Charge - 1st	USBFD	$131.15	$127.64	$134.77	$133.53	$135.74	TBD	$96.50	NA	TBD
NRC - Disconnect Charge - Add'l	USBFD	$34.66	$32.91	$33.93	$33.69	$34.25	TBD	$25.82	NA	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	TBD	NA	NA	TBD
4-Wire Analog VG Loop-Start Unbundled Sub-Loop Feeder, per month	USBFE	$24.94	NA	$19.91	NA	NA	TBD	NA	$10.22	NA
Zone 1, per month	USBFE	TBD	$23.35	TBD	$30.69	$25.90	TBD	$21.91	NA	TBD
Zone 2, per month	USBFE	TBD	$27.94	TBD	$36.12	$27.00	TBD	$35.92	NA	TBD
Zone 3, per month	USBFE	TBD	$40.51	TBD	$22.90	$25.61	TBD	$41.37	NA	TBD
Zone 4, per month	USBFE	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC - 1st	USBFE	$224.21	$222.74	$243.41	$221.19	$220.87	TBD	$226.36	$232.76	TBD
NRC - Add'l	USBFE	$142.45	$140.22	$81.32	$138.67	$138.47	TBD	$144.28	$91.92	TBD
NRC - Disconnect Charge - 1st	USBFE	$131.15	$127.64	$134.77	$133.53	$135.74	TBD	$96.50	NA	TBD
NRC - Disconnect Charge - Add'l	USBFE	$34.66	$32.91	$33.93	$33.69	$34.25	TBD	$25.82	NA	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	TBD	NA	NA	TBD
2-Wire ISDN Unbundled Sub-Loop Feeder, per month	USBFF	$23.66	NA	$17.73	NA	NA	NA	NA	$24.33	NA
Zone 1, per month	USBFF	TBD	$22.39	TBD	$17.75	$19.34	TBD	$19.63	NA	TBD
Zone 2, per month	USBFF	TBD	$25.85	TBD	$23.67	$24.09	TBD	$31.61	NA	TBD
Zone 3, per month	USBFF	TBD	$26.12	TBD	$29.90	$32.27	TBD	36,27	NA	TBD
Zone 4, per month	USBFF	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC - 1st	USBFF	$200.26	$222.74	$208.50	$218.90	$218.59	TBD	$202.01	$293.73	TBD
NRC - Add'l	USBFF	$104.51	$140.22	$62.31	$136.39	$136.19	TBD	$105.88	$126.38	TBD
NRC - Disconnect Charge - 1st	USBFF	$119.95	$127.64	$119.68	$121.40	$120.82	TBD	$92.57	NA	TBD
NRC - Disconnect Charge - Add'l	USBFF	$27.04	$32.91	$29.58	$26.04	$25.91	TBD	$21.09	NA	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	$18.14	TBD	NA	NA	TBD

BELLSOUTH/SBCT RATES - NETWORK ELEMENTS and OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	$11.41	TBD	NA	NA	TBD
4-Wire DSI Unbundled Sub-Loop Feeder, per month	USBFG	$49.54	NA	TBD	NA	NA	NA	NA	NA	NA
Zone 1, per month	USBFG	TBD	$56.00	TBD	$74.60	$64.67	TBD	$39.69	TBD	TBD
Zone 2, per month	USBFG	TBD	$80.13	TBD	$104.09	$92.67	TBD	$67.36	TBD	TBD
Zone 3, per month	USBFG	TBD	$156.12	TBD	$151.77	$309.79	TBD	$78.12	TBD	TBD
Zone 4, per month	USBFG	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC - 1st	USBFG	$272.55	$211.55	TBD	$209.62	$209.47	TBD	$393.01	TBD	TBD
NRC - Add'l	USBFG	$133.92	$129.04	TBD	$127.11	$127.07	TBD	$153.37	TBD	TBD
NRC - Disconnect Charge - 1st	USBFG	$155.15	$127.78	TBD	$133.43	$135.74	TBD	NA	TBD	TBD
NRC - Disconnect Charge - Add'l	USBFG	$24.59	$33.06	TBD	$33.59	$34.25	TBD	NA	TBD	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	$42.19	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	$12.76	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	TBD	TBD
2-Wire Copper Unbundled Sub-Loop Feeder, per month	USBFH	$10.59	NA	NA	NA	NA	NA	NA	$10.78	NA
Zone 1, per month	USBFH	TBD	$11.01	TBD	$8.29	$8.81	TBD	$10.66	NA	TBD
Zone 2, per month	USBFH	TBD	$9.78	TBD	$7.30	$7.72	TBD	$16.44	NA	TBD
Zone 3, per month	USBFH	TBD	$7.83	TBD	$6.03	$5.93	TBD	$18.69	NA	TBD
Zone 4, per month	USBFH	NA	NA	NA	NA	$174.93	TBD	NA	NA	NA
NRC - 1st	USBFH	$172.20	$175.18	TBD	$175.18	$92.53	TBD	$172.89	$259.80	TBD
NRC - Add'l	USBFH	$90.45	$92.66	TBD	$92.66	$116.22	TBD	$90.81	$106.45	TBD
NRC - Disconnect Charge - 1st	USBFH	$114.73	$113.67	TBD	$116.78	$21.31	TBD	$88.27	NA	TBD
NRC - Disconnect Charge - Add'l	USBFH	$21.82	$20.84	TBD	$21.41	$21.13	TBD	$16.79	NA	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$51.29	$16.31	TBD	$16.31	$16.29	TBD	$45.34	$45.53	TBD
4-Wire Copper Unbundled Sub-Loop Feeder, per month	USBFJ	$15.01	NA	NA	NA	NA	NA	NA	$15.63	NA
Zone 1, per month	USBFJ	TBD	$20.59	TBD	$16.55	$20.58	TBD	$14.68	NA	TBD
Zone 2, per month	USBFJ	TBD	$21.48	TBD	$15.35	$14.96	TBD	$23.74	NA	TBD
Zone 3, per month	USBFJ	TBD	$17.70	TBD	$12.52	$13.15	TBD	$27.26	NA	TBD
Zone 4, per month	USBFJ	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC - 1st	USBFJ	$206.32	$209.61	TBD	$209.61	$209.31	TBD	$207.14	$294.59	TBD
NRC - Add'l	USBFJ	$134.23	$127.09	TBD	$127.09	$126.91	TBD	$134.77	$152.62	TBD
NRC - Disconnect Charge - 1st	USBFJ	$123.01	$119.80	TBD	$126.27	$128.36	TBD	$90.12	NA	TBD
NRC - Disconnect Charge - Add'l	USBFJ	$26.53	$25.07	TBD	$26.43	$26.87	TBD	$19.44	NA	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	$51.29	$16.31	TBD	$16.31	$16.29	TBD	$45.34	$45.43	TBD
4-Wire 2.4 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFK	$30.97	NA	NA	NA	NA	NA	NA	$32.47	NA
Zone 1, per month	USBFK	TBD	$24.89	TBD	$27.38	$27.16	TBD	$26.71	NA	TBD
Zone 2, per month	USBFK	TBD	$28.83	TBD	$33.41	$24.93	TBD	$44.07	NA	TBD
Zone 3, per month	USBFK	TBD	$29.16	TBD	$24.47	$25.05	TBD	$50.83	NA	TBD
Zone 4, per month	USBFK	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC - 1st	USBFK	$212.90	$211.32	TBD	$209.77	$209.47	TBD	$215.00	$309.57	TBD
NRC - Add'l	USBFK	$131.14	$128.81	TBD	$127.26	$127.07	TBD	$132.92	$157.93	TBD

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DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect Charge - 1st	USBFK	$131.15	$127.64	TBD	$133.53	$135.74	TBD	$96.50	NA	TBD
NRC - Disconnect Charge - Add'l	USBFK	$34.66	$32.91	TBD	$33.69	$34.25	TBD	$25.82	NA	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD
4-Wire 4.8 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFL	$30.97	NA	NA	NA	NA	NA	NA	$32.47	NA
Zone 1, per month	USBFL	TBD	$24.89	TBD	$27.38	$27.16	TBD	$26.71	NA	TBD
Zone 2, per month	USBFL	TBD	$28.83	TBD	$33.41	$24.93	TBD	$44.07	NA	TBD
Zone 3, per month	USBFL	TBD	$29.16	TBD	$24.47	$25.05	TBD	$50.83	NA	TBD
Zone 4, per month	USBFL	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC - 1st	USBFL	$212.90	$211.32	TBD	$209.77	$209.47	TBD	$215.00	$309.57	TBD
NRC - Add'l	USBFL	$131.14	$128.81	TBD	$127.26	$127.07	TBD	$132.92	$157.93	TBD
NRC - Disconnect Charge - 1st	USBFL	$131.15	$127.64	TBD	$133.53	$135.74	TBD	$96.50	NA	TBD
NRC - Disconnect Charge - Add'l	USBFL	$34.66	$32.91	TBD	$33.69	$34.25	TBD	$25.82	NA	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD
4-Wire 9.6 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFM	$30.97	NA	NA	NA	NA	NA	NA	$32.47	NA
Zone 1, per month	USBFM	TBD	$24.89	TBD	$27.38	$27.16	TBD	$26.71	NA	TBD
Zone 2, per month	USBFM	TBD	$28.83	TBD	$33.41	$24.93	TBD	$44.07	NA	TBD
Zone 3, per month	USBFM	TBD	$29.16	TBD	$24.47	$25.05	TBD	$50.83	NA	TBD
Zone 4, per month	USBFM	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC - 1st	USBFM	$212.90	$211.32	TBD	$209.77	$209.47	TBD	$215.00	$309.57	TBD
NRC - Add'l	USBFM	$131.14	$128.81	TBD	$127.26	$127.07	TBD	$132.92	$157.93	TBD
NRC - Disconnect Charge - 1st	USBFM	$131.15	$127.64	TBD	$133.53	$135.74	TBD	$96.50	NA	TBD
NRC - Disconnect Charge - Add'l	USBFM	$34.66	$32.91	TBD	$33.69	$34.25	TBD	$25.82	NA	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD
4-Wire 19.2 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	$24.89	TBD	$27.38	$27.16	TBD	$26.71	NA	TBD
Zone 2, per month	USBFN	TBD	$28.83	TBD	$33.41	$24.93	TBD	$44.07	NA	TBD
Zone 3, per month	USBFN	TBD	$29.16	TBD	$24.47	$25.05	TBD	$50.83	NA	TBD
Zone 4, per month	USBFN	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC - 1st	USBFN	$212.90	$211.32	TBD	$209.77	$209.47	TBD	$215.00	$309.57	TBD
NRC - Add'l	USBFN	$131.14	$128.81	TBD	$127.26	$127.07	TBD	$132.92	$157.93	TBD
NRC - Disconnect Charge - 1st	USBFN	$131.15	$127.64	TBD	$133.53	$135.74	TBD	$96.50	NA	TBD
NRC - Disconnect Charge - Add'l	USBFN	$34.66	$32.91	TBD	$33.69	$34.25	TBD	$25.82	NA	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	NA	$3.50	$3.50	TBD	$3.50	$3.50	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD
4-Wire 56 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFO	$30.97	NA	NA	NA	NA	NA	NA	$32.47	NA
Zone 1, per month	USBFO	TBD	$24.89	TBD	$27.38	$27.16	TBD	$26.71	NA	TBD

BELLSOUTH/SBCT RATES - NETWORK ELEMENTS and OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
Zone 2, per month	USBFO	TBD	$28.83	TBD	$33.41	$24.93	TBD	$44.07	NA	TBD
Zone 3, per month	USBFO	TBD	$29.16	TBD	$24.47	$25.05	TBD	$50.83	NA	TBD
Zone 4, per month	USBFO	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC - 1st	USBFO	$212.90	$211.32	TBD	$209.77	$209.47	TBD	$215.00	$309.57	TBD
NRC - Add'l	USBFO	$131.14	$128.81	TBD	$127.26	$127.07	TBD	$132.92	$157.93	TBD
NRC - Disconnect Charge - 1st	USBFO	$131.15	$127.64	TBD	$133.53	$135.74	TBD	$96.50	NA	TBD
NRC - Disconnect Charge - Add'l	USBFO	$34.66	$32.91	TBD	$33.69	$34.25	TBD	$25.82	NA	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	NA	$3.50	$3.50	TBD	$3.50	$3.50	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD
4-Wire 64 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFP	$30.97	NA	NA	NA	NA	NA	NA	$32.47	NA
Zone 1, per month	USBFP	TBD	$24.89	TBD	$27.38	$27.16	TBD	$26.71	NA	TBD
Zone 2, per month	USBFP	TBD	$28.83	TBD	$33.41	$24.93	TBD	$44.07	NA	TBD
Zone 3, per month	USBFP	TBD	$29.16	TBD	$24.47	$25.05	TBD	$50.83	NA	TBD
Zone 4, per month	USBFP	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC - 1st	USBFP	$212.90	$211.32	TBD	$209.77	$209.47	TBD	$215.00	$309.57	TBD
NRC - Add'l	USBFP	$131.14	$128.81	TBD	$127.26	$127.07	TBD	$132.92	$157.93	TBD
NRC - Disconnect Charge - 1st	USBFP	$131.15	$127.64	TBD	$133.53	$135.74	TBD	$96.50	NA	TBD
NRC - Disconnect Charge - Add'l	USBFP	$34.66	$32.91	TBD	$33.69	$34.25	TBD	$25.82	NA	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	NA	$3.50	$3.50	TBD	$3.50	$3.50	TBD
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	$29.24	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	$3.94	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	TBD	NA	$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	$11.41	TBD	NA	NA	TBD
Unbundled Sub-Loop Modification										
NRC - Load Coil/Equipment Removal per 2 Wire pair - 1st	ULM2X	$358.90	$357.81	TBD	$357.82	$332.79	TBD	$360.33	$358.71	TBD
NRC - Load Coil/Equipment Removal per 2 Wire pair - Add'l	ULM2X	$8.08	$8.15	TBD	$8.15	$7.49	TBD	$8.11	$8.07	TBD
NRC - Load Coil/Equipment Removal per 4 Wire pair - 1st	ULM4X	$358.90	$357.81	TBD	$357.82	$332.79	TBD	$360.33	$358.71	TBD
NRC - Load Coil/Equipment Removal per 4 Wire pair - Add'l	ULM4X	$8.08	$8.15	TBD	$8.15	$7.49	TBD	$8.11	$8.07	TBD
NRC - Bridged Tap Removal per pair unloaded - 1st	ULMBT	$561.91	$562.71	TBD	$562.73	$521.03	TBD	$564.15	$561.62	TBD
NRC - Bridged Tap Removal per pair unloaded - Add'l	ULMBT	$10.09	$10.19	TBD	$10.19	$9.36	TBD	$10.14	$8.07	TBD
Loop Make Up										
NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Manual) **	UMKLW	$134.00	$134.00	$134.00	$134.00	$134.00	$134.00	$134.00	$134.00	See Ex C-2
Loop Makeup - Preordering Without Reservation, per spare facility queried (Manual) Maximum number of spare facilities per manual LMUSI is 3. **	UMKLW	$134.00	$134.00	$134.00	$134.00	$134.00	$134.00	$134.00	$134.00	See Ex C-2
NRC-Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) Max number of spare facilities per manual LMUSI is 3. **	UMKLP	$140.00	$140.00	$140.00	$140.00	$140.00	$140.00	$140.00	$140.00	See Ex C-2
NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Mechanized) **		$1.08	$1.08	$1.08	$1.08	$1.08	$1.08	$1.08	$1.08	See Ex C-2
Loop Makeup - Preordering Without Reservation, per spare facility queried (Mechanized) Max number of spare facilities per mechanized LMUSI is 10.**		$1.08	$1.08	$1.08	$1.08	$1.08	$1.08	$1.08	$1.08	See Ex C-2
Loop Makeup - Preordering With Reservation, per spare facility queried (Mechanized) Max number of spare facilities per mechanized LMUSI is 10.**		$1.08	$1.08	$1.08	$1.08	$1.08	$1.08	$1.08	$1.08	See Ex C-2
Unbundled Network Terminating Wire, per pair, per month	UENPP	$0.49	$0.46	$1.37	$0.64	$0.35	TBD	$0.44	$0.46	See Ex C-2
NRC - UNTW Pair, per pair	UENPP	$40.02	$65.35	$2.48	$65.35	$64.77	TBD	$65.82	$60.93	See Ex C-2
NRC - Disconnect Charge, per pair	UENPP	$0.87	NA	$1.74	NA	NA	TBD	NA	NA	See Ex C-2
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	See Ex C-2
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	TBD	TBD	See Ex C-2
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	$29.24	TBD	TBD	TBD	See Ex C-2
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	$3.94	TBD	TBD	TBD	See Ex C-2
Sub-Loop Concentration - Channelization Sys (Outside CO)										

BELLSOUTH/SBCT RATES - NETWORK ELEMENTS and OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	TBD	$3.50	$3.50	$3.50
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	TBD	TBD	TBD	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	$29.24	TBD	TBD	TBD	$19.99
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	$3.94	TBD	TBD	TBD	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	$18.94	TBD	TBD	TBD	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	$8.42	TBD	TBD	TBD	NA	NA	NA
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	$829.76	$477.76	$724.79	$493.89	$546.21	TBD	$579.03	$571.42	$683.78
NRC - 1st	UCT8A	$404.46	$408.22	$632.36	$408.23	$407.65	TBD	$587.83	$586.42	$634.31
NRC - Add'l	UCT8A	$220.32	$222.37	$310.82	$222.37	$222.06	TBD	$278.83	$277.97	$311.78
NRC-Disconnect, 1st	UCT8A	$236.23	$236.02	NA	$253.87	$258.08	TBD	NA	NA	NA
NRC-Disconnect, Add'l	UCT8A	$74.90	$74.84	NA	$80.50	$81.83	TBD	NA	NA	NA
TR008 - System B (96 channel capacity - channels 97-192), per month	UCT8B	$87.34	$85.12	$92.91	$82.15	$87.89	TBD	$85.59	$87.65	$102.12
NRC - 1st	UCT8B	$404.46	$408.22	$632.36	$408.23	$407.65	TBD	$587.83	$586.42	$634.31
NRC - Add'l	UCT8B	$220.32	$222.37	$310.82	$222.37	$222.06	TBD	$278.83	$277.97	$311.78
NRC-Disconnect, 1st	UCT8B	$236.23	$236.02	NA	$253.87	$258.08	TBD	NA	NA	NA
NRC-Disconnect, Add'l	UCT8B	$74.90	$74.84	NA	$80.50	$81.83	TBD	NA	NA	NA
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	$868.77	$512.86	$764.42	$530.75	$584.28	TBD	$615.62	$611.62	$726.87
NRC - 1st	UCT3A	$404.46	$408.22	$632.36	$408.23	$407.65	TBD	$587.83	$586.42	$634.31
NRC - Add'l	UCT3A	$220.32	$222.37	$310.82	$222.37	$222.06	TBD	$278.83	$277.97	$311.78
NRC-Disconnect, 1st	UCT3A	$236.23	$236.02	NA	$253.87	$258.08	TBD	NA	NA	NA
NRC-Disconnect, Add'l	UCT3A	$74.90	$74.84	NA	$80.50	$81.83	TBD	NA	NA	NA
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	$126.35	$120.21	$132.54	$119.01	$125.95	TBD	$122.18	$127.76	$145.21
NRC - 1st	UCT3B	$404.46	$408.22	$632.36	$408.23	$407.65	TBD	$587.83	$586.42	$634.31
NRC - Add'l	UCT3B	$220.32	$222.37	$310.82	$222.37	$222.06	TBD	$278.83	$277.97	$311.78
NRC-Disconnect, 1st	UCT3B	$236.23	$236.02	NA	$253.87	$258.08	TBD	NA	NA	NA
NRC-Disconnect, Add'l	UCT3B	$74.90	$74.84	NA	$80.50	$81.83	TBD	NA	NA	NA
DS1 Feeder Interface, per month	UCTFS	$67.03	NA	$72.12	NA	NA	TBD	$64.63	$69.24	$76.73
Zone 1, per month	UCTFS	NA	$56.65	TBD	$60.01	$73.29	TBD	TBD	TBD	TBD
Zone 2, per month	UCTFS	NA	$65.86	TBD	$60.04	$88.72	TBD	TBD	TBD	TBD
Zone 3, per month	UCTFS	NA	$107.08	TBD	$106.11	$187.11	TBD	TBD	TBD	TBD
Zone 4, per month	UCTFS	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC 1st	UCTFS	$192.51	$211.55	$425.74	$209.62	$209.47	TBD	$237.09	$236.32	$418.37
NRC Add'l	UCTFS	$105.73	$129.04	$198.06	$127.11	$127.07	TBD	$116.01	$115.55	$198.67
NRC-Disconnect, 1st	UCTFS	$56.94	$127.78	NA	$133.43	$135.74	TBD	NA	NA	NA
NRC-Disconnect, Add'l	UCTFS	$12.81	$33.06	NA	$33.59	$34.25	TBD	NA	NA	NA
Channel Interface-2 Wire Voice-Loop Start or Ground Start, per mo	ULCC2	$2.38	$2.12	$2.38	$2.24	$2.34	TBD	$2.22	$2.43	See Ex C-1
NRC 1st	ULCC2	$20.88	$21.07	$41.82	$21.08	$21.05	TBD	$28.66	$28.58	See Ex C-1
NRC Add'l	ULCC2	$20.77	$20.96	$41.58	$20.96	$20.93	TBD	$28.50	$28.42	See Ex C-1
NRC-Disconnect, 1st	ULCC2	$10.00	$9.99	NA	$10.75	$10.92	TBD	NA	NA	See Ex C-1
NRC-Disconnect, Add'l	ULCC2	$9.94	$9.93	NA	$10.68	$10.86	TBD	NA	NA	See Ex C-1
Channel Interface - 2 Wire ISDN, per month	ULCC1	$9.51	$8.48	$9.53	$8.98	$9.34	TBD	$8.88	$9.72	$10.43
NRC 1st	ULCC1	$20.88	$21.07	$41.82	$21.08	$21.05	TBD	$21.24	$28.58	$41.95
NRC Add'l	ULCC1	$20.77	$20.96	$41.58	$20.96	$20.93	TBD	$21.13	$28.42	$41.71
NRC-Disconnect, 1st	ULCC1	$10.00	$9.99	NA	$10.75	$10.92	TBD	NA	NA	NA
NRC-Disconnect, Add'l	ULCC1	$9.94	$9.93	NA	$10.68	$10.86	TBD	NA	NA	NA
Channel Interface - 2 Wire Voice - Reverse Battery, per month	ULCCR	$14.14	$12.61	$14.17	$13.35	$13.89	TBD	$13.20	$14.46	$15.51
NRC 1st	ULCCR	$20.88	$21.07	$41.82	$21.08	$21.05	TBD	$28.66	$28.58	$41.95
NRC Add'l	ULCCR	$20.77	$20.96	$41.58	$20.96	$20.93	TBD	$28.50	$28.42	$41.71
NRC-Disconnect, 1st	ULCCR	$10.00	$9.99	NA	$10.75	$10.92	TBD	NA	NA	NA
NRC-Disconnect, Add'l	ULCCR	$9.94	$9.93	NA	$10.68	$10.86	TBD	NA	NA	NA
Channel Interface - 4 Wire Voice (Specials Card), per month	ULCC4	$8.43	$7.52	$8.45	$7.96	$8.29	TBD	$7.87	$8.62	$9.26
NRC 1st	ULCC4	$20.88	$21.07	$41.82	$21.08	$21.05	TBD	$28.66	$28.58	$41.95
NRC Add'l	ULCC4	$20.77	$20.96	$41.58	$20.96	$20.93	TBD	$28.50	$28.42	$41.71
NRC-Disconnect, 1st	ULCC4	$10.00	$9.99	NA	$10.75	$10.92	TBD	NA	NA	NA
NRC-Disconnect, Add'l	ULCC4	$9.94	$9.93	NA	$10.68	$10.86	TBD	NA	NA	NA
Test Circuit, per month	UCTTC	$41.21	$36.76	$41.30	$38.90	$40.49	TBD	$38.[illegible]	$42.14	$45.22
NRC 1st	UCTTC	$20.88	$21.07	$41.82	$21.08	$21.05	TBD	$28.[illegible]	$28.58	$41.95
NRC Add'l	UCTTC	$20.77	$20.96	$41.58	$20.96	$20.93	TBD	$26.[illegible]	$28.42	$41.71
NRC-Disconnect, 1st	UCTTC	$10.00	$9.99	NA	$10.75	$10.92	TBD	NA	NA	NA

BELLSOUTH/SBCT RATES - NETWORK ELEMENTS and OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-Disconnect, Add'l	UCTTC	$9.94	$9.93	NA	$10.68	$10.86	TBD	NA	NA	NA
Channel Interface - Digital 56Kbps, per month	ULCC5	$12.49	$11.14	$12.51	$11.79	$12.27	TBD	$11.66	$12.77	$13.71
NRC 1st	ULCC5	$20.88	$21.07	$41.82	$21.08	$21.05	TBD	$28.66	$28.58	$41.95
NRC Add'l	ULCC5	$20.77	$20.96	$41.58	$20.96	$20.93	TBD	$28.50	$28.42	$41.71
NRC-Disconnect, 1st	ULCC5	$10.00	$9.99	NA	$10.75	$10.92	TBD	NA	NA	NA
NRC-Disconnect, Add'l	ULCC5	$9.94	$9.93	NA	$10.68	$10.86	TBD	NA	NA	NA
Channel Interface - Digital 64Kbps, per month	ULCC6	$12.49	$11.14	$12.51	$14.08	$12.27	TBD	$11.66	$12.77	$13.71
NRC 1st	ULCC6	$20.88	$21.07	$41.82	$21.08	$21.05	TBD	$28.66	$28.58	$41.95
NRC Add'l	ULCC6	$20.77	$20.96	$41.58	$20.96	$20.93	TBD	$28.50	$28.42	$41.71
NRC-Disconnect, 1st	ULCC6	$10.00	$9.99	NA	$10.75	$10.92	TBD	NA	NA	NA
NRC-Disconnect, Add'l	ULCC6	$9.94	$9.93	NA	$10.68	$10.86	TBD	NA	NA	NA
Loop Concentration System (Inside C.O.)										
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	$21.56	NA	$29.24	$29.24	NA	NA	NA	$19.99
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	$3.94	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	$18.94	TBD	$18.14	$25.52	TBD	$44.06	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	$8.42	TBD	$8.06	$11.34	TBD	$13.55	TBD
TR008 -System A (96 channel capacity - channels 1-96), per month	UCT8A	$327.44	$470.73	$316.63	$522.17	$432.54	$454.79	$375.96	$399.21	$380.06
NRC - 1st	UCT8A	$1,115.10	$651.05	$1,111.95	$651.04	$650.11	$1,115.10	$1,113.00	$1,119.30	$1,114.05
NRC - Add'l	UCT8A	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-Disconnect, 1st	UCT8A	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-Disconnect, Add'l	UCT8A	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR008 -System B (96 channel capacity - channels 97-192), per month	UCT8B	$67.41	$55.96	$65.27	$63.59	$61.71	$73.30	$65.98	$71.91	$68.71
NRC - 1st	UCT8B	$464.57	$271.27	$463.37	$271.27	$270.88	$464.71	$463.74	$466.38	$464.21
NRC - Add'l	UCT8B	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-Disconnect, 1st	UCT8B	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-Disconnect, Add'l	UCT8B	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR303 - System A (96 channel capacity - channels 1-96), per month	UCT3A	$375.18	$510.37	$362.87	$567.21	$476.24	$506.70	$422.68	$450.13	$428.73
NRC - 1st	UCT3A	$1,115.10	$651.05	$1,111.95	$651.04	$650.11	$1,115.10	$1,113.00	$1,119.30	$1,114.05
NRC - Add'l	UCT3A	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-Disconnect, 1st	UCT3A	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-Disconnect, Add'l	UCT3A	NA	NA	NA	NA	NA	NA	NA	NA	NA
TR303 - System B (96 channel capacity - channels 97-192), per month	UCT3B	$111.30	$94.30	$110.02	$107.16	$103.99	$123.52	$111.17	$121.16	$115.79
NRC - 1st	UCT3B	$464.57	$271.27	$463.37	$271.27	$270.88	$464.71	$463.74	$466.38	$464.21
NRC - Add'l	UCT3B	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-Disconnect, 1st	UCT3B	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-Disconnect, Add'l	UCT3B	NA	NA	NA	NA	NA	NA	NA	NA	NA
DS1 Interface, per month	UCTCO	$6.42	$5.28	$6.15	$6.04	$5.91	$6.99	$6.27	$6.79	$6.49
NRC 1st	UCTCO	$367.70	$126.61	$366.72	$126.61	$126.43	$367.80	$367.04	$369.13	$367.41
NRC Add'l	UCTCO	$132.03	$92.17	$130.63	$92.17	$92.04	$132.07	$131.79	$132.54	$131.92
NRC-Disconnect, 1st	UCTCO	NA	$31.11	NA	$33.46	$34.02	NA	NA	NA	NA
NRC-Disconnect, Add'l	UCTCO	NA	$8.71	NA	$9.37	$9.52	NA	NA	NA	NA
Channel Interface-2 Wire Voice-Loop Start or Ground Start, per month	ULCC2	$2.55	$2.10	$2.44	$2.40	$2.35	$2.77	$0.89	$2.69	See Ex C-1
NRC 1st	ULCC2	$35.77	$21.07	$35.68	$21.08	$21.05	$35.78	$35.73	$35.91	See Ex C-1
NRC Add'l	ULCC2	$35.55	$20.96	$35.48	$20.96	$20.93	$35.37	$35.49	$35.71	See Ex C-1
NRC-Disconnect, 1st	ULCC2	NA	$9.99	NA	$10.75	$10.92	NA	NA	NA	See Ex C-1
NRC-Disconnect, Add'l	ULCC2	NA	$9.93	NA	$10.68	$10.86	NA	NA	NA	See Ex C-1
Channel Interface - 2 Wire ISDN, per month	ULCC1	$10.19	$8.38	$9.76	$9.59	$9.39	$11.10	$9.[illegible]	$10.76	$10.30
NRC 1st	ULCC1	$35.77	$21.07	$35.68	$21.08	$21.05	$35.78	$3[illegible]	$35.91	$35.74
NRC Add'l	ULCC1	$35.55	$20.96	$35.48	$20.96	$20.93	$35.37	$3[illegible]	$35.71	$35.54
NRC-Disconnect, 1st	ULCC1	NA	$9.99	NA	$10.75	$10.92	NA	N[illegible]	NA	NA
NRC-Disconnect, Add'l	ULCC1	NA	$9.93	NA	$10.68	$10.86	NA	NA	NA	NA
Channel Interface - 2 Wire Voice - Reverse Battery, per month	ULCCR	$15.15	$12.46	$14.51	$14.26	$13.95	$16.46	$14.80	$16.01	$15.32
NRC 1st	ULCCR	$35.77	$21.07	$35.68	$21.08	$21.05	$35.78	$35.71	$35.91	$35.74
NRC Add'l	ULCCR	$35.55	$20.96	$35.48	$20.96	$20.93	$35.37	$35.51	$35.71	$35.54
NRC-Disconnect, 1st	ULCCR	NA	$9.99	NA	$10.75	$10.92	NA	NA	NA	NA
NRC-Disconnect, Add'l	ULCCR	NA	$9.93	NA	$10.68	$10.86	NA	NA	NA	NA
Channel Interface - 4 Wire Voice, per month	ULCC4	$9.04	$7.43	$8.65	$8.51	$8.32	$9.83	$8.82	$9.55	$9.13

BELLSOUTH/SBCT RATES - NETWORK ELEMENTS and OTHER SERVICES

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC 1st	ULCC4	$35.77	$21.07	$35.68	$21.08	$21.05	$35.78	$35.71	$35.91	$35.74
NRC Add'l	ULCC4	$35.55	$20.96	$35.48	$20.96	$20.93	$35.37	$35.51	$35.71	$35.54
NRC-Disconnect, 1st	ULCC4	NA	$9.99	NA	$10.75	$10.92	NA	NA	NA	NA
NRC-Disconnect, Add'l	ULCC4	NA	$9.93	NA	$10.68	$10.86	NA	NA	NA	NA
Test Circuit, per month	UCTTC	$44.16	36.31	$42.30	$41.58	$40.67	$47.85	$43.13	$46.66	$44.65
NRC 1st	UCTTC	$35.77	$21.07	$35.68	$21.08	$21.05	$35.78	$35.71	$35.91	$35.74
NRC Add'l	UCTTC	$35.55	$20.96	$35.48	$20.96	$20.93	$35.37	$35.51	$35.71	$35.54
NRC-Disconnect, 1st	UCTTC	$35.55	$9.99	NA	$10.75	$10.92	NA	NA	NA	NA
NRC Disconnect, Add'l	UCTTC	$35.55	$9.93	NA	$10.68	$10.86	NA	NA	NA	NA
Channel Interface - Digital 56Kbps, per month	ULCC5	TBD	$11.01	TBD	$12.60	$12.33	TBD	TBD	TBD	TBD
NRC 1st	ULCC5	TBD	$21.07	TBD	$21.08	$21.05	TBD	TBD	TBD	TBD
NRC Add'l	ULCC5	TBD	$20.96	TBD	$20.96	$20.93	TBD	TBD	TBD	TBD
NRC-Disconnect, 1st	ULCC5	TBD	$9.99	NA	$10.75	$10.92	TBD	TBD	TBD	TBD
NRC-Disconnect, Add'l	ULCC5	TBD	$9.93	NA	$10.68	$10.86	TBD	TBD	TBD	TBD
Channel Interface - Digital 64Kbps, per month	ULCC6	TBD	$11.01	TBD	$12.60	$12.33	TBD	TBD	TBD	TBD
NRC 1st	ULCC6	TBD	$21.07	TBD	$21.08	$21.05	TBD	TBD	TBD	TBD
NRC Add'l	ULCC6	TBD	$20.96	TBD	$20.96	$20.93	TBD	TBD	TBD	TBD
NRC-Disconnect, 1st	ULCC6	TBD	$9.99	NA	$10.75	$10.92	TBD	TBD	TBD	TBD
NRC-Disconnect, Add'l	ULCC6	TBD	$9.93	NA	$10.68	$10.86	TBD	TBD	TBD	TBD
LINE SHARING										
2-Wire analog VG (SL1) for Line Sharing										See Ex C-2
RC - per month*		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	See Ex C-2
NRC - 1st*		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	See Ex C-2
NRC - Add'l*		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	See Ex C-2
System Splitter - 96 Line Capacity										
RC - Per month *	ULSDA	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	See Ex C-2
NRC - 1st *	ULSDA	$150.00	$150.00	$150.00	$300.00	$150.00	$300.00	$300.00	$300.00	See Ex C-2
NRC - Add'l *	ULSDA	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-2
NRC - Disconnect 1st *	ULSDA	$150.00	$150.00	$150.00	NA	$150.00	NA	NA	NA	See Ex C-2
NRC - Disconnect Add'l *	ULSDA	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-2
System Splitter - 24 Line Capacity										
RC - Per month *	ULSDB	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00	See Ex C-2
NRC - 1st *	ULSDB	$150.00	$150.00	$150.00	$300.00	$150.00	$300.00	$300.00	$300.00	See Ex C-2
NRC - Add'l *	ULSDB	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-2
NRC - Disconnect 1st *	ULSDB	$150.00	$150.00	$150.00	NA	$150.00	NA	NA	NA	See Ex C-2
NRC - Disconnect Add'l *	ULSDB	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-2
Loop Capacity, Line Activation Per Occurrence*										
RC - Per Month *	ULSDC	$0.61	$0.61	$0.61	$0.61	$0.61	$0.61	$0.61	$0.61	See Ex C-2
NRC - 1st *	ULSDC	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	See Ex C-2
NRC - Addl *	ULSDC	$22.00	$22.00	$22.00	$22.00	$22.00	$22.00	$22.00	$22.00	See Ex C-2
NRC - Service Order submitted Electronically, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-2
NRC - Setvice Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-2
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	$21.56	NA	$29.24	NA	NA	NA	NA	See Ex C-2
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	$3.84	NA	$3.94	NA	NA	NA	NA	See Ex C-2
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$44.22	See Ex C-2
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	See Ex C-2
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	See Ex C-2
Subsequent Activity - Per Occurrence										
NRC - 1st *	ULSDS	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	See Ex C-2
NRC - Add'l *	ULSDS	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	$15.00	See Ex C-2
* Interim Rates subject to true-up										

NOTES:

1. In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.
2. Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accomodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/ docs/interconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL EXCHANGE SWITCHING (PORTS) - COST BASED										
2-Wire Analog Line Port (Res., Bus.), per month										
2-Wire Voice Grade Line Port (Residence), per month										
2- wire voice unbundled port - residence	UEPRL	$2.07	$1.62	$1.85 - Note 1	$2.61 - Note 1	$2.20	$2.11	$2.19	$2.35	See Ex C-1
2-wire voice unbundled port with caller ID - residence	UEPRC	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
2 wire voice unbundled port outgoing only - residence	UEPRO	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
2-wire voice grade unbundled AL extended local dialing parity port with caller ID	UEPAR	$2.07	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled KY extended local dialing parity port with caller ID	UEPRM	NA	NA	NA	$2.61	NA	NA	NA	NA	See Ex C-1
2 wire voice grade unbundled LA extended local dialing parity port with caller ID	UEPAS	NA	NA	NA	NA	$2.20	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled MS extended local dialing parity port with caller ID	UEPAT	NA	NA	NA	NA	NA	$2.11	NA	NA	See Ex C-1
2-wire voice grade unbundled SC extended local dialing parity port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	$2.35	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled FL area calling with caller ID - residence	UEPAF	NA	$1.62	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled LA Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$2.20	NA	NA	NA	See Ex C-1
2-wire voice unbundled LA Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$2.20	NA	NA	NA	See Ex C-1
2-wire voice unbundled SC Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	$2.35	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									
2-Wire Voice Grade Line Port(Business), per month										
2-wire voice unbundled port without Caller ID	UEPBL	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
2-wire voice unbundled outgoing only port	UEPBO	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
2-wire voice grade unbundled AL extended local dialing parity port with caller ID	UEPAW	$2.07	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled KY extended local dialing parity port with caller ID	UEPBM	NA	NA	NA	$2.61	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled LA extended local dialing parity port with caller ID	UEPAX	NA	NA	NA	NA	$2.20	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled MS extended local dialing parity port with caller ID	UEPAY	NA	NA	NA	NA	NA	$2.11	NA	NA	See Ex C-1
2-wire voice grade unbundled SC extended local dialing parity port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	$2.35	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$2.20	NA	NA	NA	See Ex C-1
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	$2.35	See Ex C-1
2-w voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-w voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-w voice unbundled TN Bus 2-WAY Collierville & Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									
Non-Recurring Charges (NRC) - 1st (Residence)										
2- wire voice unbundled port - residence	UEPRL	$21.93	$4.76	$17.16	$24.98	$16.43	$22.98	$21.60	$24.98	See Ex C-1
2-wire voice unbundled port with caller ID - residence	UEPRC	$21.93	$4.76	$17.16	$24.98	$16.43	$22.98	$24.04	$24.98	See Ex C-1
2-wire voice unbundled port outgoing only - residence	UEPRO	$21.93	$4.76	$17.16	$24.98	$16.43	$22.98	$24.04	$24.98	See Ex C-1
2-wire voice grade unbundled AL extended local dialing parity port with caller ID	UEPAR	$21.93	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled KY extended local dialing parity port with caller ID	UEPRM	NA	NA	NA	$24.98	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled LA extended local dialing parity port with caller ID	UEPAS	NA	NA	NA	NA	$16.43	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled MS extended local dialing parity port with caller ID	UEPAT	NA	NA	NA	NA	NA	$22.98	NA	NA	See Ex C-1
2-wire voice grade unbundled SC extended local dialing parity port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	$24.98	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled FL area calling with caller ID - residence	UEPAF	NA	$4.76	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled LA Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$16.43	NA	NA	NA	See Ex C-1
2-wire voice unbundled LA Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$16.43	NA	NA	NA	See Ex C-1
2-wire voice unbundled SC Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	$16.43	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	$24.98	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled Res Low Usage Line Port with Caller+E563 ID (LUM)	UEPAP	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Add'l (Residence)										

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2- wire voice unbundled port - residence	UEPRL	$21.93	$4.54	$17.16	$24.98	$16.43	$22.98	$21.60	$24.98	See Ex C-1
2-wire voice unbundled port with caller ID - residence	UEPRC	$21.93	$4.54	$17.16	$24.98	$16.43	$22.98	$9.08	$24.98	See Ex C-1
2 wire voice unbundled port outgoing only - residence	UEPRO	$21.93	$4.54	$17.16	$24.98	$16.43	$22.98	$9.08	$24.98	See Ex C-1
2-wire voice grade unbundled AL extended local dialing parity port with caller ID	UEPAR	$21.93	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled KY extended local dialing parity port with caller ID	UEPRM	NA	NA	NA	$24.98	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled LA extended local dialing parity port with caller ID	UEPAS	NA	NA	NA	NA	$16.43	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled MS extended local dialing parity port with caller ID	UEPAT	NA	NA	NA	NA	NA	$22.98	NA	NA	See Ex C-1
2-wire voice grade unbundled SC extended local dialing parity port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	$24.98	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled FL area calling with caller ID - residence	UEPAF	NA	$4.54	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled LA Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$16.43	NA	NA	NA	See Ex C-1
2-wire voice unbundled LA Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$16.43	NA	NA	NA	See Ex C-1
2-wire voice unbundled SC Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	$24.98	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	$21.93	$4.54	$17.16	$24.98	$16.43	$22.98	$9.08	$24.98	See Ex C-1
NRC - Subsequent Activity	USASC	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	See Ex C-1
NRC - 1st (Business)										
2-wire Voice Unbundled Port without Caller ID	UEPBL	$21.93	$4.76	$17.16	$37.55	$16.43	$22.98	$21.60	$24.98	See Ex C-1
2-wire voice unbundled port with Caller ID	UEPBC	$21.93	$4.76	$17.16	$37.55	$16.43	$22.98	$24.04	$24.98	See Ex C-1
2-wire voice unbundled outgoing only port	UEPBO	$21.93	$4.76	$17.16	$37.55	$16.43	$22.98	$24.04	$24.98	See Ex C-1
2-wire voice grade unbundled AL extended local dialing parity port with caller ID	UEPAW	$21.93	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled KY extended local dialing parity port with caller ID	UEPBM	NA	NA	NA	$37.78	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled LA extended local dialing parity port with caller ID	UEPAX	NA	NA	NA	NA	$16.43	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled MS extended local dialing parity port with caller ID	UEPAY	NA	NA	NA	NA	NA	$22.98	NA	NA	See Ex C-1
2-wire voice grade unbundled SC extended local dialing parity port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	$24.98	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled Incoming only Port with Caller ID	UEPB1	$21.93	$4.76	$17.16	$37.55	$16.43	$22.98	$2[illegible]	$24.98	See Ex C-1
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$16.43	NA	N[illegible]	NA	See Ex C-1
2-wire voice unbundled SC Bus Area Calling Port with Caller ID+E587 (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	$24.98	See Ex C-1
2-W voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice unbundled TN Bus 2-way Collierville & Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Add'l (Business)										
2-wire voice unbundled port without Caller ID	UEPBL	$21.93	$4.54	$17.16	$37.55	$16.43	$22.98	$21.60	$24.98	See Ex C-1
2-wire voice unbundled port with Caller ID	UEPBC	$21.93	$4.54	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	See Ex C-1
2-wire voice unbundled outgoing only port	UEPBO	$21.93	$4.54	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	See Ex C-1
2-wire voice grade unbundled AL extended local dialing parity port with caller ID	UEPAW	$21.93	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled KY extended local dialing parity port with caller ID	UEPBM	NA	NA	NA	$37.78	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled LA extended local dialing parity port with caller ID	UEPAX	NA	NA	NA	NA	$16.43	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled MS extended local dialing parity port with caller ID	UEPAY	NA	NA	NA	NA	NA	$22.98	NA	NA	See Ex C-1
2-wire voice grade unbundled SC extended local dialing parity port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	$24.98	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$21.93	$4.54	$17.16	$37.55	$16.43	$22.98	$9.08	$24.98	See Ex C-1
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$16.43	NA	NA	NA	See Ex C-1
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	$24.98	See Ex C-1
2-W voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice unbundled TN Bus 2-way Collierville & Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Subsequent Activity	USASC	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	See Ex C-1
NRC - Disconnect Charge - 1st										
2- wire voice unbundled port - residence	UEPRL	$6.21	$2.76	NA	NA	$4.38	$6.56	NA	NA	See Ex C-1
2-wire voice unbundled port with caller ID - residence	UEPRC	$6.21	$2.76	NA	NA	$4.38	$6.56	NA	NA	See Ex C-1
2-wire voice unbundled port outgoing only - residence	UEPRO	$6.21	$2.76	NA	NA	$4.38	$6.56	NA	NA	See Ex C-1
2-wire voice grade unbundled AL extended local dialing parity port with caller ID	UEPAR	$6.21	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled KY extended local dialing parity port with caller ID	UEPRM	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice grade unbundled LA extended local dialing parity port with caller ID	UEPAS	NA	NA	NA	NA	$4.38	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled MS extended local dialing parity port with caller ID	UEPAT	NA	NA	NA	NA	NA	$6.56	NA	NA	See Ex C-1
2-wire voice grade unbundled SC extended local dialing parity port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2 wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled FL area calling with caller ID - residence	UEPAF	NA	$2.76	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled LA Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$4.38	NA	NA	NA	See Ex C-1
2-wire voice unbundled LA Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$4.38	NA	NA	NA	See Ex C-1
2-wire voice unbundled SC Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2 wire voice unbundled TN Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	$6.21	$2.76	NA	NA	$4.38	$6.56	NA	NA	See Ex C-1
2-wire voice unbundled port without Caller ID	UEPBL	$6.21	$2.76	NA	NA	$4.38	$6.56	NA	NA	See Ex C-1
2-wire voice unbundled port with Caller ID	UEPBC	$6.21	$2.76	NA	NA	$4.38	$6.56	NA	NA	See Ex C-1
2-wire voice unbundled outgoing only Port	UEPBO	$6.21	$2.76	NA	NA	$4.38	$6.56	NA	NA	See Ex C-1
2-wire voice grade unbundled AL extended local dialing parity port with caller ID	UEPAW	$6.21	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled KY extended local dialing parity port with caller ID	UEPBM	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled LA extended local dialing parity port with caller ID	UEPAX	NA	NA	NA	NA	$4.38	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled MS extended local dialing parity port with caller ID	UEPAY	NA	NA	NA	NA	NA	$6.56	NA	NA	See Ex C-1
2-wire voice grade unbundled SC extended local dialing parity port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	N	NA	See Ex C-1
2-wire voice unbundled Incoming only Port with Caller ID	UEPB1	$6.21	$2.76	NA	NA	$4.38	$6.56	N	NA	See Ex C-1
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$4.38	NA	N	NA	See Ex C-1
2-wire voice unbundles SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l										
2- wire voice unbundled port - residence	UEPRL	$6.21	$2.59	NA	NA	$4.38	$6.56	NA	NA	See Ex C-1
2-wire voice unbundled port with caller ID - residence	UEPRC	$6.21	$2.59	NA	NA	$4.38	$6.56	NA	NA	See Ex C-1
2-wire voice unbundled port outgoing only - residence	UEPRO	$6.21	$2.59	NA	NA	$4.38	$6.56	NA	NA	See Ex C-1
2-wire voice grade unbundled AL extended local dialing parity port with caller ID	UEPAR	$6.21	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled KY extended local dialing parity port with caller ID	UEPRM	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled LA extended local dialing parity port with caller ID	UEPAS	NA	NA	NA	NA	$4.38	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled MS extended local dialing parity port with caller ID	UEPAT	NA	NA	NA	NA	NA	$6.56	NA	NA	See Ex C-1
2-wire voice grade unbundled SC extended local dialing parity port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled FL area calling with caller ID - residence	UEPAF	NA	$2.59	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled LA Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$4.38	NA	NA	NA	See Ex C-1
2-wire voice unbundled LA Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$4.38	NA	NA	NA	See Ex C-1
2-wire voice unbundled SC Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2 wire voice unbundled TN Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled TN Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	$4.38	$6.56	NA	NA	See Ex C-1
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	$6.21	$2.59	NA	NA	$4.38	$6.56	NA	NA	See Ex C-1
2-wire voice unbundled port without Caller ID	UEPBL	$6.21	$2.59	NA	NA	$4.38	$6.56	NA	NA	See Ex C-1
2-wire voice unbundled port with Caller ID	UEPBC	$6.21	$2.59	NA	NA	$4.38	$6.56	NA	NA	See Ex C-1
2-wire voice unbundled outgoing only port	UEPBO	$6.21	$2.59	NA	NA	$4.38	$6.56	NA	NA	See Ex C-1
2-wire voice grade unbundled AL extended local dialing parity port with caller ID	UEPAW	$6.21	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled KY extended local dialing parity port with caller ID	UEPBM	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled LA extended local dialing parity port with caller ID	UEPAX	NA	NA	NA	NA	$4.38	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled MS extended local dialing parity port with caller ID	UEPAY	NA	NA	NA	NA	NA	$6.56	NA	NA	See Ex C-1
2-wire voice grade unbundled SC extended local dialing parity port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice grade unbundled TN extended local dialing parity port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-wire voice unbundled incoming only port with Caller ID	UEPB1	$6.21	$2.59	NA	NA	$4.38	$6.56	NA	NA	See Ex C-1
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$4.38	NA	NA	NA	See Ex C-1
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-W voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice unbundled TN Bus 2-way Collierville & Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - OSS										
NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	$19.99	$19.99	$19.99	$18.14	$25.52	$26.94	$44.42	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	$12.76	$14.63	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$10.39	$16.06	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$1.44	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
All available features, per month	UEPVF	$3.50	$3.40	$0.00	$3.50	$5.00	$4.00	$3.50	$4.00	See Ex C-1
NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	NA	NA	NA	$25.52	NA	$44.42	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	NA	NA	NA	NA	$11.34	NA	$14.63	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	NA	$16.06	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$1.44	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
4-Wire Analog VG Port, per month	UEP4A	NA	$8.74	$8.47	NA	$10.13	$9.60	$8.69	$2.28	See Ex C-1
NRC - 1st	UEP4A	NA	$4.76	$17.16	NA	$16.43	$22.98	$21.69	$3.50	See Ex C-1
NRC - Add'l	UEP4A	NA	$4.54	$17.16	NA	$16.43	$22.98	$21.69	$3.50	See Ex C-1
NRC - Disconnect Charge - 1st	BFR	NA	$2.82	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	BFR	NA	$2.64	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	$21.56	$18.94	NA	$18.14	$25.52	$26.85	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	$21.56	$8.42	NA	$8.06	$11.34	$12.67	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	$3.84	NA	NA	$8.94	$16.06	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	$3.84	NA	NA	$8.94	$16.06	NA	NA	See Ex C-1
2-Wire DID Port, per month	UEPP2	$12.08	$9.38	$11.35	NA	$13.12	$14.63	$12.36	$12.08	See Ex C-1
NRC - 1st	UEPP2	$50.00	$248.44	$61.91	NA	$59.28	$83.09	$81.84	$50.00	See Ex C-1
NRC - Add'l	UEPP2	$18.00	$37.49	$61.91	NA	$59.28	$83.09	$81.84	$50.00	See Ex C-1
NRC - Disconnect Charge - 1st	UEPP2	NA	$113.28	NA	NA	$9.20	$13.48	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UEPP2	NA	$7.12	NA	NA	$9.20	$13.48	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	$21.56	$18.94	NA	$18.14	$25.52	$26.94	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	$21.56	$8.42	NA	$8.06	$11.34	$12.76	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	$3.84	NA	NA	$10.39	$16.07	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	$3.84	NA	NA	$10.39	$16.07	NA	NA	See Ex C-1
4-Wire DS1 Port w/DID capability, per month	UEPDD	$130.23	$63.31	$120.80	NA	$149.27	$146.46	$123.65	$130.23	See Ex C-1
NRC - 1st	UEPDD	$50.00	$413.93	$89.44	NA	$85.63	$117.81	$116.59	$60.00	See Ex C-1
NRC - Add'l	UEPDD	$18.00	$191.44	$52.46	NA	$50.23	$71.18	$69.92	$60.00	See Ex C-1
NRC - Disconnect Charge - 1st	UEPDD	NA	$137.29	NA	NA	$8.82	$12.94	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UEPDD	NA	$4.65	NA	NA	$8.82	$12.94	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	$21.56	$18.94	NA	$18.14	$25.52	$26.94	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	$21.56	$8.42	NA	$8.06	$11.34	$12.76	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	$3.84	NA	NA	$10.39	$16.06	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	$3.84	NA	NA	$10.39	$16.06	NA	NA	See Ex C-1
2-Wire ISDN Port(2) (3), per month	U1PMA	$16.42	$10.20	$13.47	$12.33	$23.33	$51.91	$24.50	$33.74	See Ex C-1
NRC - 1st	U1PMA	$63.24	$155.34	$47.37	$90.48	$45.35	$63.59	$62.29	$65.79	See Ex C-1
NRC - Add'l	U1PMA	$63.24	$106.00	$47.37	$84.53	$45.35	$63.59	$62.29	$65.79	See Ex C-1
NRC - Disconnect Charge - 1st	U1PMA	$5.69	$93.37	NA	NA	$4.31	$7.04	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	U1PMA	$5.69	$20.98	NA	NA	$4.31	$7.04	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$56.19	$21.56	$39.98	NA	$38.29	$53.87	$55.30	$67.52	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$56.19	$21.56	$39.98	NA	$38.29	$53.87	$55.30	$67.52	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$12.97	$3.84	NA	NA	$6.65	$11.34	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$12.97	$3.84	NA	NA	$6.65	$11.34	NA	NA	See Ex C-1
NRC - User Profile per B Channel (4)	U1UMA	NA	NA	NA	$5.61	NA	NA	NA	NA	See Ex C-1
All available features, per month	UEPVF	$3.50	$3.40	$0.00	$3.50	$5.00	$4.00	$3.50	$4.00	See Ex C-1
NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$56.19	$21.56	$39.98	$19.99	$38.29	$53.87	$55.30	$44.42	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$56.19	$21.56	$39.98	NA	$38.29	$53.87	$55.30	$14.63	See Ex C-1

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$12.97	$3.84	NA	NA	$6.65	$11.34	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$12.97	$3.84	NA	NA	$6.65	$11.34	NA	NA	See Ex C-1
4-Wire ISDN DS1 Port, per month	UEPEX	$186.02	$95.39	$163.16	NA	$194.72	$213.21	$179.75	$214.79	See Ex C-1
NRC - 1st	UEPEX	$244.85	$417.51	$186.80	NA	$181.89	$244.12	$241.63	$278.37	See Ex C-1
NRC - Add'l	UEPEX	$244.85	$203.18	$186.80	NA	$181.89	$244.12	$241.63	$278.37	See Ex C-1
NRC - Disconnect Charge - 1st	UEPEX	$51.19	$149.75	NA	NA	$27.11	$53.32	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UEPEX	$51.19	$37.93	NA	NA	$27.11	$53.32	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$54.75	$21.56	$37.88	NA	$33.18	$51.03	$53.89	$65.48	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$54.75	$21.56	$37.88	NA	$33.18	$51.03	$53.89	$65.48	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$11.53	$3.84	NA	NA	$7.73	$8.51	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$11.53	$3.84	NA	NA	$7.73	$8.51	NA	NA	See Ex C-1
4-Wire ISDN DS1 Port including all available features, per month	UEPEX	NA	NA	NA	$275.48	NA	NA	NA	$251.00	See Ex C-1
NRC - 1st	UEPEX	NA	NA	NA	$181.27	NA	NA	NA	$311.73	See Ex C-1
NRC - Add'l	UEPEX	NA	NA	NA	$116.42	NA	NA	NA	$311.73	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	$65.48	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$65.48	See Ex C-1
2-Wire Analog Line Port (PBX), per month										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.18	$2.35	See Ex C-1
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX AL CALLING PORT	UEPA2	$2.07	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LA CALLING PORT	UEPL2	NA	NA	NA	NA	$2.20	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TN CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TN CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
2-W VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX KY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	$2.61	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX KY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	$2.61	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX KY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	$2.61	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY KY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	$2.61	NA	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX LA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$2.20	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
2-W VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORTTN CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT	UEPXO	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
2-W VOICE UNBUNDLED 1-WAY OUTGOING PBX LA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	$2.20	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX MS LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$2.11	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX MS LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$2.11	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$2.07	$1.62	$1.85	$2.61	$2.20	$2.11	$2.00	$2.35	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX SC AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	$2.35	See Ex C-1
2-W VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX TN REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX									
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
NRC - 1st	UEPPC	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	See Ex C-1
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$21.60	$24.36	See Ex C-1

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	See Ex C-1
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	See Ex C-1
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	See Ex C-1
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	See Ex C-1
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	See Ex C-1
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX AL CALLING PORT	UEPA2	$21.93	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LA CALLING PORT	UEPL2	NA	NA	NA	NA	$16.43	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TN CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TN CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	See Ex C-1
2 WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX KY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	$36.47	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX KY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	$36.47	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX KY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	$36.47	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY KY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	$36.47	NA	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX LA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$16.43	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORTTN CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT	UEPXO	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	$16.43	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX MS LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$22.98	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX MS LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$22.98	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$21.93	$62.56	$17.16	$36.47	$16.43	$22.98	$24.04	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX SC AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	$24.36	See Ex C-1
2-W VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX TN REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
Subsequent Activity	USASC	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	See Ex C-1
NRC - Add'l										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$21.60	$24.36	See Ex C-1
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	See Ex C-1
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	See Ex C-1
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	See Ex C-1
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	See Ex C-1
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	See Ex C-1
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX AL CALLING PORT	UEPA2	$21.93	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LA CALLING PORT	UEPL2	NA	NA	NA	NA	$16.43	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TN CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TN CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	See Ex C-1

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED 2-WAY PBX KY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	$36.47	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX KY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	$37.47	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX KY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	$38.47	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY KY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	$39.47	NA	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX LA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$16.43	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORTTN CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT	UEPXO	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	$16.43	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX MS LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$22.98	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX MS LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$22.98	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$21.93	$29.70	$17.16	$36.47	$16.43	$22.98	$9.05	$24.36	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX SC AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	$24.36	See Ex C-1
2-W VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX TN REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Disconnect Charge - 1st										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX AL CALLING PORT	UEPA2	$6.21	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LA CALLING PORT	UEPL2	NA	NA	NA	NA	$3.77	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TN CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TN CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGF ?ORT	UEPXA	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX KY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX KY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX KY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY KY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX LA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$3.77	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORTTN CALLING PORT	UEPXN	NA	$26.37	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT	UEPXO	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LA LOCAL DISCOUNT CALLING PORT	UEPXP	$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX MS LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$6.56	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX MS LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$6.56	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$6.21	$26.37	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2 WIRE VOICE UNBUNDLED 2-WAY PBX SC AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX TN REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX AL CALLING PORT	UEPA2	$6.21	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LA CALLING PORT	UEPL2	NA	NA	NA	NA	$3.77	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TN CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TN CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2 WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX KY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX KY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED PBX KY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY KY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX LA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$6.21	$1.69	NA	NA	$3.77	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORTTN CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT	UEPXO	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 1-WAY OUTGOING PBX LA LOCAL DISCOUNT CALLING PORT	UEPXP	$6.21	NA	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX MS LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$6.56	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX MS LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$6.56	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$6.21	$1.69	NA	NA	$3.77	$6.56	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX SC AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-WIRE VOICE UNBUNDLED 2-WAY PBX TN REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - OSS										
NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	$21.56	$18.94	NA	$18.14	$25.52	$26.94	$41.86	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	$21.56	$8.42	NA	$8.06	$11.34	$12.76	$14.46	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	$3.84	NA	NA	$8.94	$16.06	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$0.48	$3.84	NA	NA	NA	NA	NA	NA	See Ex C-1
2-Wire Analog Hunting, per line per month	HTGUX	See features	NA	NA	$0.29	NA	See features	NA	See features	NA
NRC - 1st	HTGUX	See features	NA	NA	$2.14	NA	See features	NA	See features	NA
NRC - Add'l	HTGUX	See features	NA	NA	$2.14	NA	See features	NA	See features	NA
Coin Port, per month		$2.34	$1.62	$2.05	$3.04	$2.50	$2.32	NA	$2.77	See Ex C-1
NRC - 1st		$21.93	$4.76	$17.16	$40.71	$16.43	$22.98	NA	$24.75	See Ex C-1
NRC - Add'l		$21.93	$4.54	$17.16	$40.71	$16.43	$22.98	NA	$24.75	See Ex C-1
NRC - Disconnect Charge - 1st		$5.21	$2.76	NA	NA	$4.15	$6.56	NA	NA	See Ex C-1

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect Charge - Add'l		$5.21	$2.59	NA	NA	$4.15	$6.56	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$25.93	$21.56	$18.94	NA	$18.14	$25.52	NA	$43.48	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	$21.56	$8.42	NA	$8.06	$11.34	NA	$14.57	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$16.33	$3.84	NA	NA	$9.86	$16.06	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$0.48	$3.84	NA	NA	NA	NA	NA	NA	See Ex C-1
ISDN Message Waiting Indication-Lamp, per month		$0.01	NA	NA	NA	NA	$0.0105	$0.0107	$0.0138	NA
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.47	$1.47	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
ISDN Feature Function Buttons		NA	NA	NA	NA	NA	NA	NA		
NRC		$1.03	NA	NA	NA	NA	$1.02	$1.51	$1.51	NA
NRC - Disconnect		$0.55	NA	NA	NA	NA	$0.5466	NA	NA	NA
Subsequent Ordering Charge – (per order, per line)		NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic - 1st		$2.88	NA	NA	NA	NA	$2.84	$5.42	$1.36	NA
NRC - Electronic - Add'l		$0.96	NA	NA	NA	NA	$0.95	$0.95	$0.71	NA
NRC - Manual - 1st		$4.80	NA	NA	NA	NA	$4.73	$1.89	$7.35	NA
NRC - Manual - Add'l		$0.96	NA	NA	NA	NA	$0.95	NA	$0.95	NA
NRC - Disconnect		$2.88	NA	NA	NA	NA	$2.84	NA	NA	NA
UNBUNDLED PORT USAGE CHARGES										
End Office Switching (Port Usage)										
End Office Switching Function, per mou	N/A	$0.0018	$0.0008846	$0.0016333	$0.002562	$0.0021	$0.0023771	$0.0017000	$0.0019295	See Ex C-1
End Office Interoffice Trunk Port—Shared, per mou	N/A	$0.0002	$0.0001893	$0.0001564	NA	$0.0002	$0.0001927	NA	$0.0002581	See Ex C-1
Tandem Switching (Port Usage) (Local or Access Tandem)										
Tandem Switching Function per mou	N/A	$0.00063	$0.0001522	$0.0006757	$0.001096	$0.0008	$0.0007834	$0.0009	$0.0006843	See Ex C-1
Tandem Interoffice Trunk Port - Shared per mou			$0.0002713	$0.0002126	NA	$0.0003	$0.0002834	NA	$0.0004034	See Ex C-1
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	N/A	$0.00001	$0.0000039	$0.000008	$0.0000049	$0.0000083	$0.0000091	$0.00001	$0.0000121	See Ex C-1
Common (Shared) Transport Facilities Termination per mou	N/A	$0.00045	$0.0004579	$0.0004152	$0.000426	$0.00047	$0.0004281	$0.00034	$0.0004672	See Ex C-1
NOTES:										
Interim rates subject to true-up.										
1 Port rate includes all available features.										
2 Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.										
3 Access to B Channel or D Channel Packet capabilities will be available only through BFR/NBR Process. Rates for the packet capabilities will be determined via the BFR/NBR Process.										
4 This rate element is for those states which have a specific rate for User Profile per B Channel.										
5 This rate element is for use in those states with a different rate for additional minutes of use.										
6 Rates in FL are interim and shall be trued-up when final rates are ordered.										

Unbundled Ports

Market Rates

> Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules. These scenarios include:

1. Unbundled port/loop combinations that are Not Currently Combined in all of the BellSouth states except Georgia.
2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.

The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).

> BellSouth currently is developing the billing capability to mechanically bill the recurring unbundled port Market Rates in this section. In the interim, BellSouth shall bill the recurring unbundled port rates in the Cost-Based section in lieu of the Market Rates and reserves the right to true-up the billing difference either on a manual periodic basis or once the mechanical billing capability is operational.

> The Market Rate for unbundled ports includes all available features in all states.

Description	BCS	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-Wire Line Port (Res)											
UNE Port Recurring Rates											
2 Wire Voice Grade Line Port (Res.), per month	UEPRX	UEPRL	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
2-wire voice unbundled port with caller ID - residence	UEPRX	UEPRC	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
2-wire voice unbundled port outgoing only - residence	UEPRX	UEPRO	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPRX	UEPAR	$ 14.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRX	UEPRM	N/A	N/A	N/A	$ 14.00	N/A	N/A	N/A	N/A	N/A
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPRX	UEPAS	N/A	N/A	N/A	N/A	$ 14.00	N/A	N/A	N/A	N/A
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPRX	UEPAT	N/A	N/A	N/A	N/A	N/A	$ 14.00	N/A	N/A	N/A
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPRX	UEPAU	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00	N/A
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPRX	UEPAQ	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00
2-wire voice unbundled Florida area calling with caller ID - residence	UEPRX	UEPAF	N/A	$ 14.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPRX	UEPAG	N/A	N/A	N/A	N/A	$ 14.00	N/A	N/A	N/A	N/A
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPRX	UEPAH	N/A	N/A	N/A	N/A	$ 14.00	N/A	N/A	N/A	N/A
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPRX	UEPAJ	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00	N/A
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPRX	UEPAK	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPRX	UEPAL	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPRX	UEPAM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPRX	UEPAN	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPRX	UEPAO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPRX	UEPAP	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00

Description	BCS	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Add'l Recurring Charges											
All Available Features	UEPRX	UEPVF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Number Portability (1 per port)											
	UEPRX	LNPCX	$0.35	$0.35	$0.35	$0.35	$0.35	$0.35	$0.35	$0.35	$0.35
Nonrecurring Charges											
First and Add'l	UEPRX	UEPRL	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPRX	UEPRC	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPRX	UEPRO	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPRX	UEPAR	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPRX	UEPRM	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPRX	UEPAS	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPRX	UEPAT	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPRX	UEPAU	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPRX	UEPAQ	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPRX	UEPAF	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPRX	UEPAG	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPRX	UEPAH	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPRX	UEPAJ	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPRX	UEPAK	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPRX	UEPAL	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPRX	UEPAM	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPRX	UEPAN	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPRX	UEPAO	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPRX	UEPAP	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
Additional NRCs											
Subsequent Ordering Activity	UEPRX	USAS2	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	UEPRX	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	UEPRX	SOMAN	$40.71	$21.56	$33.67	$19.99	$31.92	$43.52	$40.18	$43.19	$30.89
NRC - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	UEPRX	SOMAN	$9.58	$21.56	$7.88	$19.99	$7.32	$9.99	$9.45	$9.91	$7.03
NRC - Subsequent Database Update - Electronic	UEPRX		$1.44	N/A	N/A	N/A	$2.11	$2.87	$1.42	$0.71	$0.76
NRC - Subsequent Database Update - Manual Service Order	UEPRX		$8.25	N/A	N/A	N/A	$5.12	$6.88	$10.27	$8.91	$7.97
NRC - Electronic Service Order Disconnect	UEPRX		N/A	$0.42	N/A	N/A	N/A	N/A	N/A	N/A	N/A
NRC - Incremental Manual Service Order Disconnect	UEPRX		N/A	$3.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2-Wire Line Port (Bus)											
UNE Port Recurring Rates											
2-wire voice unbundled port without Caller ID	UEPBX	UEPBL	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBX	UEPBC	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
2-wire voice unbundled outgoing only port	UEPBX	UEPBO	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPBX	UEPAW	$ 14.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBX	UEPBM	N/A	N/A	N/A	$ 14.00	N/A	N/A	N/A	N/A	N/A
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPBX	UEPAX	N/A	N/A	N/A	N/A	$ 14.00	N/A	N/A	N/A	N/A
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPBX	UEPAY	N/A	N/A	N/A	N/A	N/A	$ 14.00	N/A	N/A	N/A
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPBX	UEPAZ	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00	N/A

Description	BCS	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPBX	UEPAV	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00
2-wire voice unbundled incoming only port with Caller ID	UEPBX	UEPB1	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPBX	UEPAA	N/A	N/A	N/A	N/A	$ 14.00	N/A	N/A	N/A	N/A
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPBX	UEPAB	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00	N/A
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPBX	UEPAC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPBX	UEPAD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPBX	UEPAE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00
Add'l Recurring Charges											
All Available Features	UEPBX	UEPVF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Number Portability (1 per port)	UEPBX	LNPCX	$0.35	$0.35	$0.35	$0.35	$0.35	$0.35	$0.35	$0.35	$0.35
Nonrecurring Charges											
First and Add'l	UEPBX	UEPBL	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPBX	UEPBC	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPBX	UEPBO	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPBX	UEPAW	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPBX	UEPBM	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPBX	UEPAX	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPBX	UEPAY	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPBX	UEPAZ	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPBX	UEPAV	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPBX	UEPB1	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPBX	UEPAA	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPBX	UEPAB	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPBX	UEPAC	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPBX	UEPAD	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPBX	UEPAE	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
Additional NRCs											
Subsequent Ordering Activity	UEPBX	USAS2	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	UEPBX	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	UEPBX	SOMAN	$40.71	$21.56	$33.67	$19.99	$31.92	$43.52	$40.18	$43.19	$30.89
NRC - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	UEPBX	SOMAN	$9.58	$21.56	$7.88	$19.99	$7.32	$9.99	$9.45	$9.91	$7.03
NRC - Subsequent Database Update - Electronic	UEPBX		$1.44	N/A	N/A	N/A	$2.11	$2.87	$1.42	$0.71	$0.76
NRC - Subsequent Database Update - Manual Service Order	UEPBX		$8.25	N/A	N/A	N/A	$5.12	$6.88	$10.27	$8.91	$7.97
NRC - Electronic Service Order Disconnect	UEPBX		N/A	$0.42	N/A	N/A	N/A	N/A	N/A	N/A	N/A
NRC - Incremental Manual Service Order Disconnect	UEPBX		N/A	$3.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2-Wire Line Port PBX (Res)											
UNE Port Recurring Rates											
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRG	UEPRD	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
Add'l Recurring Charges											
All Available Features	UEPRG	UEPVF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Number Portability (1 per port)	UEPRG	LNPCP	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15
Nonrecurring Charges											
First and Add'l	UEPRG	UEPRD	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00

Description	BCS	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Additional NRCs											
Subsequent Ordering Activity	UEPRG	USAS2	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
NRC - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	UEPRG	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Incremental Cost - Manual Svc Order vs. Electronic - 1st	UEPRG	SOMAN	$40.71	$21.56	$33.67	$19.99	$31.92	$43.52	$40.18	$43.19	$30.89
NRC - Incremental Cost - Manual Svc Order vs. Electronic - Add'l	UEPRG	SOMAN	$9.58	$21.56	$7.88	$19.99	$7.32	$9.99	$9.45	$9.91	$7.03
NRC - Subsequent Database Update - Electronic	UEPRG		$1.44	N/A	N/A	N/A	$2.11	$2.87	$1.42	$0.71	$0.76
NRC - Subsequent Database Update - Manual Service Order	UEPRG		$8.25	N/A	N/A	N/A	$5.12	$6.88	$10.27	$8.91	$7.97
NRC - Electronic Service Order Disconnect	UEPRG		N/A	$0.42	N/A	N/A	N/A	N/A	N/A	N/A	N/A
NRC - Incremental Manual Service Order Disconnect	UEPRG		N/A	$3.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2-Wire Line Port PBX (Bus)											
UNE Port Recurring Rates											
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPX	UEPPC	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPX	UEPPO	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPPX	UEPP1	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPPX	UEPA2	$ 14.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPPX	UEPL2	N/A	N/A	N/A	N/A	$ 14.00	N/A	N/A	N/A	N/A
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPPX	UEPLD	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPPX	UEPT2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPPX	UEPTO	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPPX	UEPXA	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPPX	UEPXB	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPPX	UEPXC	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPPX	UEPXD	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPPX	UEPXE	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPPX	UEPXF	N/A	N/A	N/A	$ 14.00	N/A	N/A	N/A	N/A	N/A
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPPX	UEPXG	N/A	N/A	N/A	$ 14.00	N/A	N/A	N/A	N/A	N/A
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPPX	UEPXH	N/A	N/A	N/A	$ 14.00	N/A	N/A	N/A	N/A	N/A
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPPX	UEPXJ	N/A	N/A	N/A	$ 14.00	N/A	N/A	N/A	N/A	N/A
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPPX	UEPXK	N/A	N/A	N/A	N/A	$ 14.00	N/A	N/A	N/A	N/A
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPPX	UEPXL	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPPX	UEPXM	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPPX	UEPXN	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT	UEPPX	UEPXO	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPPX	UEPXP	N/A	N/A	N/A	N/A	$ 14.00	N/A	N/A	N/A	N/A
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPPX	UEPXQ	N/A	N/A	N/A	N/A	N/A	$ 14.00	N/A	N/A	N/A
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPPX	UEPXR	N/A	N/A	N/A	N/A	N/A	$ 14.00	N/A	N/A	N/A

Description	BCS	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2 WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPPX	UEPXS	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00	$ 14.00
2 WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPPX	UEPXT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00	N/A
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPPX	UEPXU	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPPX	UEPXV	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 14.00
Add'l Recurring Charges											
All Available Features	UEPPX	UEPVF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Number Portability (1 per port)	UEPPX	LNPCP	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15
Nonrecurring Charges											
First and Add'l	UEPPX	UEPPC	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPPO	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPP1	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPA2	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPL2	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPLD	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPT2	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPTO	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXA	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXB	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXC	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXD	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXE	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXF	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXG	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXH	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXJ	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXK	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXL	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXM	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXN	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXO	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXP	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXQ	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXR	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXS	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXT	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXU	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
First and Add'l	UEPPX	UEPXV	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
Additional NRCs											
Subsequent Ordering Activity	UEPPX	USAS2	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00
NRC -OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	UEPPX	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	UEPPX	SOMAN	$40.71	$21.56	$33.67	$19.99	$31.92	$43.52	$40.18	$43.19	$30.89
NRC - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	UEPPX	SOMAN	$9.58	$21.56	$7.88	$19.99	$7.32	$9.99	$9.45	$9.91	$7.03
NRC - Subsequent Database Update - Electronic	UEPPX		$1.44	N/A	N/A	N/A	$2.11	$2.87	$1.42	$0.71	$0.76
NRC - Subsequent Database Update - Manual Service Order	UEPPX		$8.25	N/A	N/A	N/A	$5.12	$6.88	$10.27	$8.91	$7.97
NRC - Electronic Service Order Disconnect	UEPPX		N/A	$0.42	N/A	N/A	N/A	N/A	N/A	N/A	N/A
NRC - Incremental Manual Service Order Disconnect	UEPPX		N/A	$3.84	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Description	BCS	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Unbundled Port Usage Charges											
End Office Switching (Port Usage)											
End Office Switching Function, per mou	N/A	N/A	$0.0018	#########	$0.0016333	$0.002562	$0.0021	$0.0023771	$0.0017000	$0.0019295	$0.0008
End Office Interoffice Trunk Port—Shared, per mou	N/A	N/A	$0.0002	#########	$0.0001564	NA	$0.0002	$0.0001927	NA	$0.0002581	NA
Tandem Switching (Port Usage) (Local or Access Tandem)											
Tandem Switching Function per mou	N/A	N/A	$0.00063	#########	$0.0006757	$0.001096	$0.0008	$0.0007834	$0.0009	$0.0006843	$0.000978
Tandem Interoffice Trunk Port - Shared per mou			NA	#########	$0.0002126	NA	$0.0003	$0.0002834	NA	$0.0004034	NA
Common (Shared) Transport											
Common (Shared) Transport per mile per mou	N/A	N/A	$0.00001	#########	$0.000008	$0.0000049	$0.0000083	$0.0000091	$0.00001	$0.0000121	$0.0000064
Common (Shared) Transport Facilities Termination per mou	N/A	N/A	$0.00045	#########	$0.0004152	$0.000426	$0.00047	$0.0004281	$0.00034	$0.0004672	$0.0003871

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
UNBUNDLED DEDICATED TRANSPORT - Local Channel										
Local Channel - Dedicated - 2-Wire VG										
2-wire VG per mile	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
2-wire VG Monthly Recurring per month	ULDV2	$14.61	$29.33	$13.91	$22.26	$14.94	$17.83	$14.83	$16.83	See Ex C-1
NRC - 2-wire VG - 1st	ULDV2	$494.65	$386.34	$382.95	$585.15	$347.49	$487.62	$553.80	$554.00	See Ex C-1
NRC - 2-wire VG -Add'l	ULDV2	$84.44	$66.36	$62.40	$98.53	$59.75	$84.35	$89.69	$88.58	See Ex C-1
NRC - 2-Wire VG - Disconnect Chg - 1st	ULDV2	$77.81	$67.91	NA	NA	$53.68	$77.69	NA	NA	See Ex C-1
NRC - 2-Wire VG - Disconnect Chg - Add'l	ULDV2	$7.63	$5.92	NA	NA	$6.60	$8.95	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$41.46	$18.14	$25.50	$42.17	$43.75	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.37	NA	$8.42	$11.99	$8.06	$11.34	$12.76	$13.55	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	See Ex C-1
Local Channel - Dedicated - 2-Wire VG Rev. Bat.										
2-wire VG per mile	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
2-wrire VG Monthly Recurring per month	ULDR2	$14.61	$29.33	$13.91	$22.26	$14.94	$17.83	$14.83	$16.83	See Ex C-1
NRC - 2-wire VG - 1st	ULDR2	$494.65	$386.34	$382.95	$585.15	$347.49	$487.62	$553.80	$554.00	See Ex C-1
NRC - 2-wire VG -Add'l	ULDR2	$84.44	$66.36	$62.40	$98.53	$59.75	$84.35	$89.69	$88.58	See Ex C-1
NRC - 2-Wire VG - Disconnect Chg - 1st	ULDR2	$77.81	$67.91	NA	NA	$53.68	$77.69	NA	NA	See Ex C-1
NRC - 2-Wire VG - Disconnect Chg - Add'l	ULDR2	$7.63	$5.92	NA	NA	$6.60	$8.95	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$41.46	$18.14	$25.50	$42.17	$43.75	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.37	NA	$8.42	$11.99	$8.06	$11.34	$12.76	$13.55	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	See Ex C-1
Local Channel - Dedicated - 4-Wire VG										
4-wire VG per mile	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
4-wire VG Monthly Recurring per month	ULDV4	$15.77	$30.50	$14.99	$23.38	$16.21	$19.03	$15.87	$18.05	See Ex C-1
NRC - 4-Wire VG - 1st	ULDV4	$502.43	$387.21	$368.44	$585.15	$352.75	$495.25	$562.23	$562.46	See Ex C-1
NRC - 4-Wire VG - Add'l	ULDV4	$86.68	$67.22	NA	$98.53	$61.33	$86.56	$92.67	$91.57	See Ex C-1
NRC - 4-Wire VG - Disconnect Chg - 1st	ULDV4	$78.71	$68.78	NA	NA	$54.36	$78.58	NA	NA	See Ex C-1
NRC - 4-Wire VG - Disconnect Chg - Add'l	ULDV4	$8.53	$6.79	NA	NA	$7.28	$9.84	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	NA	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	$3.50	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$41.46	$18.14	$25.52	$42.17	$43.64	See Ex C-1
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.73	NA	$8.42	$11.99	$8.06	$11.34	$12.76	$13.55	See Ex C-1
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$17.25	NA	NA	See Ex C-1
Local Channel - Dedicated - DS1										
DS1 per mile	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
DS1 per month	ULDF1	$35.52	$43.53	$38.36	$43.80	$43.80	$38.91	$35.68	$37.20	See Ex C-1
NRC - DS1 - 1st	ULDF1	$503.57	$242.45	$356.15	$538.95	$348.56	$494.83	$534.48	$534.81	See Ex C-1
NRC - DS1 - Add'l	ULDF1	$442.84	$226.44	$312.89	$464.94	$300.30	$435.28	$462.69	$462.81	See Ex C-1
NRC - DS1 - Disconnect Chg - 1st	ULDF1	$46.28	$41.13	$122.31	NA	$24.15	$46.85	NA	NA	See Ex C-1
NRC - DS1 - Disconnect Chg - Add'l	ULDF1	$32.18	$28.28	$119.14	NA	$21.31	$33.02	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$61.95	NA	$44.22	$87.71	$42.34	$59.58	$86.15	$87.99	See Ex C-1
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$0.00	NA	NA	NA	NA	NA	$1.77	$3.11	See Ex C-1
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	$29.27	NA	$18.03	NA	$19.48	$27.40	NA	NA	See Ex C-1
Local Channel - Dedicated - DS3										
DS3 - per mile per month	1L5NC	$8.44	$9.16	$6.92	$34.00	$30.34	NA	$8.66	$12.08	$23.76
DS3 - Facility Termination per month	ULDF3	$535.92	$556.27	$515.91	$635.09	$669.01	$533.33	$496.76	$493.31	$607.28
NRC - DS3 - Facility Termination - 1st	ULDF3	$640.54	$903.37	$639.50	$1,091	$709.14	$526.67	$562.25	$735.42	$726.16
NRC - DS3 - Facility Termination - Add'l	ULDF3	$426.28	$528.05	$426.31	$661.23	$402.63	$493.71	$527.88	$519.31	$411.64
NRC - DS3 - Facility Termination - Disconnect - 1st	ULDF3	$121.72	$221.46	$122.31	NA	$102.16	$42.41	NA	NA	$103.36
NRC - DS3 - Facility Termination - Disconnect - Add'l	ULDF3	$118.54	$154.90	$119.14	NA	$99.46	$40.87	NA	NA	$100.59

DESCRIPTION	USOC	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	SOMEC	$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	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	$93.12	$50.25	$31.49	$56.25	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	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	$19.03	NA	$18.03	NA	$20.94	$25.35	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$25.35	NA	NA	NA
Local Channel - Dedicated - STS-1										
STS-1 - per mile per month	1L5NC	$8.44	$9.16	$6.92	$34.00	$8.77	$38.98	NA	[illegible]12.08	$25.11
STS-1 - Facility Termination per month	ULDFS	$525.40	$565.48	$517.56	$635.09	$558.00	$531.39	$498.87	[illegible]81.14	$615.65
NRC - STS-1 - Facility Termination - 1st	ULDFS	$640.54	$903.37	$639.50	$1,091	$594.71	$1,084.33	$562.25	[illegible]735.42	$1,085.73
NRC - STS-1 - Facility Termination - Add'l	ULDFS	$426.82	$528.05	$426.40	$661.23	$396.54	$682.13	$527.88	$519.31	$683.01
NRC - STS-1 - Facility Termination - Disconnect - 1st	ULDFS	$121.72	$221.46	$122.31	NA	$113.75	$42.41	NA	NA	$103.36
NRC - STS-1 - Facility Termination - Disconnect - Add'l	ULDFS	$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	SOMEC	$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	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	$93.12	$34.92	$96.10	$56.25	$54.26	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$34.92	$96.10	$56.25	$54.26	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	$19.03	NA	$18.03	NA	$16.77	$25.35	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$16.77	$25.35	NA	NA	NA
Local Channel - Dedicated - OC3										
OC3 per mile per month	1L5NC	$7.09	$8.93	$5.82	$28.56	$25.48	$35.55	$21.27	$10.15	$19.95
OC3 Facility Termination per month		$1,123	$648.60	$914.22	$1,493	$1,179	$873.23	$914.18	$493.31	$1,263
NRC - OC3 - Facility Termination - 1st		$949.63	$966.45	$947.69	$1,543	$1,025	$1,427.00	$1,543	$735.42	$1,050
NRC - OC3 - Facility Termination - Add'l		$413.38	$408.85	$413.00	$661.23	$402.63	$549.17	$670.92	$519.31	$411.64
NRC - OC3 - Facility Termination - Disconnect Chg - 1st		$121.72	$11.56	$122.31	NA	$102.16	$134.07	NA	NA	$103.36
NRC - OC3 - Facility Termination - Disconnect Chg - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	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	SOMEC	$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	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
Local Channel - Dedicated - OC12										
OC12 per mile per month	1L5NC	$10.13	$2,053.06	$8.31	$40.80	$36.40	$50.79	$30.38	$14.50	$28.51
OC12 Facility Termination per month		$5,630	$1,183.46	$3,185.00	$4,492	$3,895	$3,414.00	$3,316	$4,414	$7,158
NRC - OC12 - Facility Termination - 1st		$1,165	$408.85	$1,162.00	$1,858	$1,245	$1,742.00	$1,853	$1,259	$1,276
NRC - OC12 - Facility Termination - Add'l		$413.38	$111.56	$413.00	$661.23	$402.63	$549.17	$670.92	$505.88	$411.64
NRC - OC12 - Facility Termination -Disconnect Chg - 1st		$121.72	$108.34	$122.31	NA	$102.16	$134.07	NA	NA	$103.36
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l		$118.54	$21.56	$119.14	NA	$99.46	$130.59	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$3.84	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$2.75	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$0.42	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC12 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
Local Channel - Dedicated - OC48										
OC48 per mile per month	1L5NC	$33.22	$36.04	$27.25	$133.84	$119.40	$166.59	$99.66	$47.57	$93.50
OC48 Facility Termination per month		$1,947	$1,685.97	$1,671	$2,156	$2,311	$1,768	$1,837	$1,842	$1,853
OC48 - Interface OC12 on OC48 per month		$699.62	$587.71	$558.07	$728.81	$706.85	$668.36	$584.78	$773.40	$572.61
NRC - OC48 - Facility Termination - 1st		$1,165	$1,183.46	$1,162.00	$1,858	$1,245	$1,742.00	$1,853	$1,259	$1,276
NRC - OC48 - Facility Termination -Add'l		$413.38	$408.85	$413.00	$661.23	$402.63	$549.17	$670.92	$505.88	$411.64
NRC - OC48 - Interface OC12 on OC48 - 1st		$540.10	$543.72	$539.36	$844.21	$532.13	$729.04	$852.47	$635.04	$544.55
NRC -OC48 - Interface OC12 on OC48 -Add'l		$317.48	$312.05	$317.38	$516.69	$304.90	$404.94	$528.57	$410.02	$311.39
NRC - OC48 - Facility Termination - Disconnect Chg - 1st		$121.72	$111.56	$122.31	NA	$102.16	$134.07	NA	NA	$103.36
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	NA	NA	$100.59
NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - 1st		$121.72	$111.56	$122.31	NA	$102.16	$134.07	NA	NA	$103.36

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	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	SOMEC	$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	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC48 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC48 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
NRC - OC48 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-Disco	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-Disco	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	NA	NA	NA
UNBUNDLED DEDICATED TRANSPORT - Interoffice Channel										
Interoffice Transport - Dedicated - 2-wire VG										
2-Wire VG - per mile per month	1L5XX	$0.0339	$0.0098	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	See Ex C-1
2-Wire VG - Facility Termination per month	U1TV2	$18.49	$26.52	$17.07	$27.66	$19.10	$21.33	$18.01	$21.42	See Ex C-1
NRC - 2-wire VG - Facility Termination -1st	U1TV2	$107.11	$81.09	$79.61	$142.31	$76.20	$106.72	$137.48	$136.44	See Ex C-1
NRC - 2-wire VG - Facility Termination - Add'l	U1TV2	$48.27	$54.83	$36.08	$56.21	$34.54	$48.83	$52.58	$51.37	See Ex C-1
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	U1TV2	$37.16	$31.01	NA	NA	$28.03	$38.05	NA	NA	See Ex C-1
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TV2	$5.88	$12.78	NA	NA	$5.37	$7.23	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	See Ex C-1
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.57	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	See Ex C-1
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	See Ex C-1
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	See Ex C-1
Interoffice Transport - Dedicated - 2-wire VG - Rev Bat.										
2-Wire VG - per mile per month	1L5XX	$0.0339	$0.0098	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	See Ex C-1
2-Wire VG - Facility Termination per month	U1TR2	$18.49	$26.52	$17.07	$27.66	$19.10	$21.33	$18.00	$21.42	See Ex C-1
NRC - 2-wire VG - Facility Termination -1st	U1TR2	$107.11	$81.09	$79.61	$142.31	$76.20	$106.72	$137.48	$136.44	See Ex C-1
NRC - 2-wire VG - Facility Termination - Add'l	U1TR2	$48.27	$54.83	$36.08	$56.21	$34.54	$48.83	$52.58	$51.37	See Ex C-1
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	U1TR2	$37.16	$31.01	NA	NA	$28.03	$38.05	NA	NA	See Ex C-1
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TR2	$5.88	$12.78	NA	NA	$5.37	$7.23	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	See Ex C-1
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.57	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	See Ex C-1
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	See Ex C-1
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	See Ex C-1
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	NA	$0.00001	$0.000012	$0.000008	$0.0000049	$0.0000083	$0.0000091	$0.00001	$0.0000121	See Ex C-1
Common (Shared) Transport Facilities Termination per mou	NA	$0.00045	$0.0005	$0.0004152	$0.000426	$0.00047	$0.0004281	$0.00034	$0.0004672	See Ex C-1
Interoffice Transport - Dedicated - 4-wire VG										
4-Wire VG - per mile per month	1L5XX	NA	$0.0098	NA	NA	NA	NA	NA	NA	NA
4-Wire VG - Facility Termination per month	U1TV4	NA	$23.64	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination -1st	U1TV4	NA	$81.09	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination - Add'l	U1TV4	NA	$54.63	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG -Facility Termination - Disconnect Charge -1st	U1TV4	NA	$31.01	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TV4	NA	$12.78	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	$2.77	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56kbps										

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
DS0 - per mile per month	1L5XX	$0.0339	$0.0098	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	See Ex C-1
DS0 - Facility Termination per month	U1TD5	$17.81	$19.31	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	See Ex C-1
NRC - DS0 - Facility Termination - 1st	U1TD5	$107.11	$81.11	$79.61	$142.31	$76.20	$106.72	$137.48	$136.44	See Ex C-1
NRC - DS0 - Facility Termination - Add'l	U1TD5	$48.27	$54.83	$36.08	$56.21	$34.54	$48.83	$52.58	$51.37	See Ex C-1
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	U1TD5	$37.16	$31.01	NA	NA	$28.03	$38.05	NA	NA	See Ex C-1
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	U1TD5	$5.88	$12.78	NA	NA	$5.37	$7.23	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	See Ex C-1
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.37	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	See Ex C-1
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	See Ex C-1
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	See Ex C-1
Interoffice Transport - Dedicated -DS0 - 64 kbps										
DS0 - per mile per month	1L5XX	$0.0339	$0.0098	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	See Ex C-1
DS0 - Facility Termination per month	U1TD6	$17.81	$19.31	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	See Ex C-1
NRC - DS0 - Facility Termination - 1st	U1TD6	$107.11	$81.11	$79.61	$142.31	$76.20	$106.72	$137.48	$136.44	See Ex C-1
NRC - DS0 - Facility Termination - Add'l	U1TD6	$48.27	$54.83	$36.08	$56.21	$34.54	$48.83	$52.58	$51.37	See Ex C-1
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	U1TD6	$37.16	$31.01	NA	NA	$28.03	$38.05	NA	NA	See Ex C-1
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	U1TD6	$5.88	$12.78	NA	NA	$5.37	$7.23	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	See Ex C-1
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.37	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	See Ex C-1
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	See Ex C-1
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	See Ex C-1
Interoffice Transport - Dedicated - DS1										
DS1 - per mile per month	1L5XX	$0.6920	$0.6013	$0.4523	$0.4500	$0.7831	$0.6598	$0.5753	$0.7598	See Ex C-1
DS1 - Facility Termination per month	U1TF1	$79.69	$99.79	$78.47	$55.05	$93.40	$74.40	$71.29	$94.98	See Ex C-1
NRC - DS1-Facility Termination - 1st	U1TF1	$198.15	$45.91	$147.07	$288.18	$140.49	$196.28	$217.17	$216.27	See Ex C-1
NRC - DS1 - Facility Termination - Add'l	U1TF1	$148.18	$44.18	$111.75	$231.23	$106.69	$147.31	$163.75	$162.70	See Ex C-1
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	U1TF1	$25.44	$30.30	NA	NA	$20.00	$26.56	NA	NA	See Ex C-1
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	U1TF1	$20.42	$26.76	NA	NA	$16.34	$21.61	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$38.07	$39.63	See Ex C-1
NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$38.07	$39.63	See Ex C-1
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.31	NA	NA	See Ex C-1
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	See Ex C-1
Interoffice Transport - Dedicated - DS3										
DS3 - per mile per month	1L5XX	$4.98	$4.17	$2.75	$12.62	$14.04	$15.02	$12.98	$8.13	$5.89
DS3 -Facility Termination per month	U1TF3	$898.15	$1,121.93	$788.00	$1,204	$1,101	$744.38	$720.38	$967.70	$760.20
NRC - DS3 - Facility Termination -1st	U1TF3	$511.77	$557.69	$511.10	$946.23	$611.41	$686.74	$794.94	$606.72	$625.91
NRC - DS3 - Facility Termination - Add'l	U1TF3	$330.92	$325.61	$330.77	$516.89	$304.90	$477.76	$579.55	$423.45	$311.39
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	U1TF3	$121.72	$111.56	$122.31	NA	$102.16	$125.56	NA	NA	$103.36
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	U1TF3	$118.54	$108.34	$119.14	NA	$99.46	$118.79	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	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$64.97	$91.26	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$64.97	$91.26	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$19.03	NA	$18.23	NA	$20.94	$27.08	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$19.03	NA	$18.23	NA	$20.94	$27.08	NA	NA	NA
Interoffice Transport - Dedicated - STS-1										
STS-1 -Facility Termination per month	U1TFS	$895.41	$1,105.98	$783.63	$1,204	$1,101	$692.52	$800.94	$967.58	$838.65
NRC - STS-1 - Facility Termination -1st	U1TFS	$511.77	$557.69	$449.91	$946.23	$611.41	$858.15	$624.86	$606.72	$858.26
NRC - STS-1 - Facility Termination - Add'l	U1TFS	$330.92	$325.61	$119.14	$516.89	$304.90	$524.58	$436.36	$423.45	$525.25
NRC - STS-1 - Facility Termination - Disconnect Charge - 1st	U1TFS	$121.72	$111.56	$137.17	NA	$102.16	$125.56	NA	NA	$103.36

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - STS-1 - Facility Termination - Disconnect Charge - Add'l	U1TFS	$118.54	$108.34	$119.14	NA	$99.46	$118.79	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	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$61.19	$93.12	$50.25	$94.50	$55.00	$54.26	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$61.19	$93.12	$50.25	$94.50	$55.00	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$19.03	NA	$3.17	NA	$20.94	$27.08	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	$19.03	NA	$3.17	NA	$20.94	$27.08	NA	NA	NA
Interoffice Transport - Dedicated - OC3										
OC3 -per mile per month	1L5XX	$7.35	$8.24	$4.37	$27.97	$23.89	$18.35	$14.10	$9.75	$13.45
NRC - OC-3 - Facility Termination - 1st		$820.85	$869.65	$819.29	$1,399	$927.35	$1,283.00	$1,381	$915.64	$950.10
NRC - OC-3 - Facility Termination - Add'l		$317.48	$312.05	$317.38	$516.89	$304.90	$404.94	$509.93	$410.02	$311.39
NRC - OC-3 - Facility Termination - Disconnect Charge - 1st		$121.72	$111.56	$122.31	NA	$102.16	$134.07	$131.65	NA	$103.36
NRC - OC-3 - Facility Termination - Disconnect Charge - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	$128.19	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	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$94.77	$54.26	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$94.77	$54.26	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-Add	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA
Interoffice Transport - Dedicated - OC12										
OC12 -per mile per month	1L5XX	$19.26	$26.45	$15.05	$84.88	$74.44	$60.42	$48.55	$32.52	$49.80
OC12 -Facility Termination		$9,763	$11,599.14	$8,202	$12,344	$11,517	$7,182	$7,676	$11,132	$8,015
NRC - OC12- Facility Termination - Add'l		$317.48	$312.05	$317.38	$516.89	$304.90	$404.94	$509.93	$410.02	$311.39
NRC - OC12 - Facility Termination - Disconnect Chg - 1st		$121.72	$111.56	$122.31	NA	$102.16	$134.07	$131.65	NA	$103.36
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	$128.19	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	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$94.77	$54.26	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$94.77	$54.26	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA
Interoffice Transport - Dedicated - OC48										
OC48 -per mile per month	1L5XX	$30.65	$34.07	$25.70	$138.02	$128.59	$102.43	$120.02	$45.92	$106.55
OC48 -Facility Termination per month		$11,691	$12,460.76	$11,134.00	$16,017	$14,950	$11,480	$10,952	$967.58	$11,632
OC48 -per Interface OC12 on OC48 per month		$1,424	$1,199.42	$1,137.00	$1,497	$1,451	$1,351.00	$582.66	$1,561	$1,170
NRC - OC48 - Facility Termination - Add'l		$317.48	$312.05	$317.38	$516.89	$304.90	$404.94	$542.73	$410.02	$311.39
NRC - OC48 - Interface OC12 on OC48 - 1st		$540.10	$543.72	$539.36	$844.21	$532.13	$729.04	$720.81	$635.04	$544.55
NRC - OC48 - Interface OC12 on OC48 - Add'l		$317.48	$312.05	$317.38	$516.89	$304.90	$404.94	$400.38	$410.02	$311.39
NRC - OC48 - Facility Termination - Disconnect Chg - 1st		$121.72	$111.56	$122.31	NA	$102.16	$134.07	$131.65	NA	$103.36
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	$128.19	NA	$100.59
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st		$121.72	$111.56	$122.31	NA	$102.16	$134.07	$131.65	NA	$103.36
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l		$118.54	$108.34	$119.14	NA	$99.46	$130.59	$128.19	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	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic-1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic-Add'l	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC48 - Interface- Incremental Cost - Manual Svc. Order vs. Electronic-1st	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC48 - Interface- Incremental Cost - Manual Svc. Order vs. Electronic-Add	SOMAN	$38.48	NA	$37.55	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconnect-1	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconnect-A	SOMAN	$19.03	NA	$18.03	NA	$20.94	$28.59	$29.76	NA	NA
UNBUNDLED CHANNELIZATION										
DS3 Channelization (DS3 to DS1)										
per Channelized System (28 DS1) per month	MQ3	$225.36	$220.97	$182.04	$236.32	$245.84	$229.30	$226.81	$200.01	See Ex C-1
NRC - 1st	MQ3	$265.87	$356.40	$265.91	$425.41	$259.76	$356.80	$351.95	$321.54	See Ex C-1

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Add'l	MQ3	$188.51	$188.00	$188.78	$303.33	$182.64	$247.40	$243.76	$234.30	See Ex C-1
NRC -1st - Disconnect	MQ3	$71.76	$61.64	$72.50	NA	$60.96	$79.94	$77.90	NA	See Ex C-1
NRC -Add'l - Disconnect	MQ3	$52.03	$58.98	$59.96	NA	$50.46	$65.20	$63.32	NA	See Ex C-1
per Interface per month (COCI)	UC1D1	$17.22	$14.40	$11.02	$8.52	$7.55	$5.58	$4.61	$11.99	See Ex C-1
NRC - 1st	UC1D1	$12.05	$13.16	$12.02	$15.86	$12.29	$15.85	$15.76	$12.05	See Ex C-1
NRC - Add'l	UC1D1	$8.69	$9.43	$8.66	$11.36	$8.80	$11.35	$11.28	$8.68	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	See Ex C-1
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	See Ex C-1
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$7.39	NA	$6.55	$11.99	$8.77	$11.98	$13.33	$8.92	See Ex C-1
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	$11.67	NA	$10.60	NA	$12.43	$16.97	$18.26	NA	See Ex C-1
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	$0.9469	NA	NA	NA	NA	NA	$1.48	NA	See Ex C-1
DS1 Channelization (DS1 to DS0)										
per Channelized System (24 DS0) per month	MQ1	$136.82	$153.60	$126.22	$200.01	$209.87	$146.87	$177.72	$147.51	See Ex C-1
NRC - 1st	MQ1	$197.98	$182.14	$198.22	$302.82	$193.63	$271.52	$267.19	$220.89	See Ex C-1
NRC - Add'l	MQ1	$123.12	$125.18	$123.59	$184.20	$118.37	$164.56	$161.43	$137.15	See Ex C-1
NRC -1st - Disconnect	MQ1	$30.18	$19.52	$31.03	NA	$26.44	$36.38	$34.55	NA	See Ex C-1
NRC -Add'l - Disconnect	MQ1	$18.86	$18.14	$19.75	NA	$16.83	$11.98	$21.14	NA	See Ex C-1
- Interface (COCI)										
per OCU-DP(data) card per month (2.4-64kbs)	1D1DD	$1.66	$2.20	$1.86	$2.94	$3.12	$2.86	$2.88	$2.34	See Ex C-1
NRC - 1st	1D1DD	$12.05	$13.16	$12.02	$15.86	$12.29	$15.85	$15.76	$12.05	See Ex C-1
NRC - Add'l	1D1DD	$8.69	$9.43	$8.66	$11.36	$8.80	$11.35	$11.28	$8.68	See Ex C-1
per BRITE card per month	UC1CA	$3.41	$3.83	$3.71	$4.04	$4.18	$3.88	$3.76	$4.21	See Ex C-1
NRC - 1st	UC1CA	$12.05	$13.16	$12.02	$15.86	$12.29	$15.85	$15.76	$12.05	See Ex C-1
NRC - Add'l	UC1CA	$8.69	$9.43	$8.66	$11.36	$8.80	$11.35	$11.28	$8.68	See Ex C-1
per VG card per month (DS0)	1D1VG	$0.8586	$1.45	$1.17	$1.40	$1.62	$1.45	$1.64	$1.47	See Ex C-1
NRC - 1st	1D1VG	$12.05	$13.16	$12.02	$15.86	$12.29	$15.85	$15.76	$12.05	See Ex C-1
NRC - Add'l	1D1VG	$8.69	$9.43	$8.66	$11.36	$8.80	$11.35	$11.28	$8.68	See Ex C-1
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	See Ex C-1
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	See Ex C-1
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	NA	$0.43	NA	NA	NA	NA	NA	NA	See Ex C-1
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	See Ex C-1
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$7.39	NA	$6.55	$11.99	$8.77	$11.98	$13.33	$8.92	See Ex C-1
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	$11.67	NA	$10.70	NA	$12.43	$16.97	$18.26	NA	See Ex C-1
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	$0.9469	NA	$0.00	NA	NA	NA	$1.48	NA	See Ex C-1
UNBUNDLED DARK FIBER										
Dark Fiber - Interoffice (four fiber strands) per route mile or fraction thereof, per month	1L5DF	$25.80	$28.82	$24.96	$31.95	$32.28	$33.93	$29.86	$36.75	See Ex C-1
NRC - Per each four-fiber dark fiber arrangement - 1st	UDF14	$1,739.00	$1,278.62	$1,737.00	$1,741.00	$1,746.00	$1,741.00	$1,738.00	$1,747.00	See Ex C-1
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDF14	$563.09	$275.82	$562.39	$563.75	$565.20	$563.79	$562.82	$565.53	See Ex C-1
NRC -Disconnect--1st	UDF14	NA	$587.64	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC -Disconnect--Add'l	UDF14	NA	$366.34	NA	NA	NA	NA	NA	NA	See Ex C-1
Dark Fiber - Local Channel(four fiber strands) per route mile or fraction thereof, per mo	1L5DC	$70.82	$58.35	$54.63	$49.07	$64.72	$71.55	$56.47	$100.37	See Ex C-1
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFC4	$1,739.00	$1,278.62	$1,737.00	$1,741.00	$1,746.00	$1,741.00	$1,738.00	$1,747.00	See Ex C-1
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFC4	$563.09	$275.82	$562.39	$563.75	$565.20	$563.79	$562.82	$565.53	See Ex C-1
NRC -Disconnect--1st	UDFC4	NA	$587.64	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC -Disconnect--Add'l	UDFC4	NA	$366.34	NA	NA	NA	NA	NA	NA	See Ex C-1
Dark Fiber - Local Loop (four fiber strands) per route mile or fraction thereof, per month	1L5DL	$70.82	$58.35	$54.63	$49.07	$64.72	$71.55	$56.47	$100.37	See Ex C-1
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFL4	$1,739.00	$1,278.62	$1,737.00	$1,741.00	$1,746.00	$1,741.00	$1,738.00	$1,747.00	See Ex C-1
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFL4	$563.09	$275.82	$562.39	$563.75	$565.20	$563.79	$562.82	$565.53	See Ex C-1
NRC -Disconnect--1st	UDFL4	NA	$587.64	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC -Disconnect--Add'l	UDFL4	NA	$366.34	NA	NA	NA	NA	NA	NA	See Ex C-1
NOTES:										
Interim rates subject to true-up.										

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
UNBUNDLED LOOP COMBINATIONS										
Unbundled Loop/Port Combinations (Note 4)										
MARKET RATES (INCLUDING ALL VERTICAL FEATURES) (Note 1)										
Density Zone 1 / Top 8 MSAs in BellSouth Region			Orlando, Ft. Lauderdale, Miami	Atlanta		New Orleans		Greensboro-Winston Salem-Highpoint/ Charlotte-Gastonia-Rock Hill		Nashville
Customers with 4 or more DS0 Equivalent										
Currently Combined (Note2)										
2-W Voice Grade Loop with 2-W Line Port (Res. and Bus.)										
2-W Voice Grade Line Port (Res.), per month										
2- wire voice unbundled port - residence	UEPRL	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-W voice unbundled port with caller ID - residence	UEPRC	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-W voice unbundled port outgoing only - residence	UEPRO	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-W voice grade unbundled AL extended local dialing parity port with caller ID	UEPAR	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W voice grade unbundled KY extended local dialing parity port with caller ID	UEPRM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W voice grade unbundled LA extended local dialing parity port with caller ID	UEPAS	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-W voice grade unbundled MS extended local dialing parity port with caller ID	UEPAT	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W voice grade unbundled SC extended local dialing parity port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W voice grade unbundled TN extended local dialing parity port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W voice unbundled FL area calling with caller ID - residence	UEPAF	NA	$14.00	NA	NA	NA	NA	NA	NA	$14.00
2-W voice unbundled LA Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-W voice unbundled LA Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-W voice unbundled SC Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W voice unbundled TN Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W voice unbundled TN Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-W voice unbundled TN Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-W voice unbundled TN Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-W voice unbundled TN Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-W voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-W Voice Grade Line Port (Bus.), per month										
2-W voice unbundled port without Caller ID	UEPBL	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-W voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-W voice unbundled outgoing only port	UEPBO	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-W voice grade unbundled AL extended local dialing parity port with caller ID	UEPAW	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W voice grade unbundled KY extended local dialing parity port with caller ID	UEPBM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W voice grade unbundled LA extended local dialing parity port with caller ID	UEPAX	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-W voice grade unbundled MS extended local dialing parity port with caller ID	UEPAY	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W voice grade unbundled SC extended local dialing parity port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W voice grade unbundled TN extended local dialing parity port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W voice unbundled incoming only port with Caller ID	UEPB1	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-W voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-W voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-W voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-W voice unbundled TN Bus 2-WAY Collierville & Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-W Voice Grade Loop (SL1) (Res. and Bus.)										
RC - 2-W Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	$14.18	NA	NA
RC - 2-W Voice Grade Loop Zone 1	UEPLX	NA	$14.90	$10.80	NA	$14.05	NA	NA	NA	$15.92
RC - 2-W Voice Grade Loop Zone 2	UEPLX	NA	$18.51	$12.47	NA	$24.14	NA	NA	NA	$20.79
RC - 2-W Voice Grade Loop Zone 3	UEPLX	NA	$24.25	$19.83	NA	$49.30	NA	NA	NA	$27.18
Combination Rates										
RC - 2-W Voice Grade Loop with 2-W Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	$28.18	NA	NA
RC - 2-W Voice Grade Loop with 2-W Line Port, Zone 1 (Note 6)	Note 8	NA	$28.90	$24.80	NA	$28.05	NA	[illegible]	NA	$29.92
RC - 2-W Voice Grade Loop with 2-W Line Port, Zone 2 (Note 6)	Note 8	NA	$32.51	$26.47	NA	$38.14	NA	[illegible]	NA	$34.79
RC - 2-W Voice Grade Loop with 2-W Line Port, Zone 3 (Note 6)	Note 8	NA	$38.25	$33.83	NA	$63.30	NA	[illegible]NA	NA	$41.18
All available features, per month	UEPVF	$3.50	$3.40	$0.00	$3.50	$5.00	$4.00	$3.50	$4.00	$0.00

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Nonrecurring Charges										
2-W Voice Grade Line Port (Res. And Bus.)										
NRC - 2- wire voice grade unbundled port/loop combination - 1st, with change		NA	$41.50	$41.50	NA	$41.50	NA	$41.50	NA	$41.50
NRC - 2-w voice grade unbundled port/loop combination - Add'l, with change		NA	$41.50	$41.50	NA	$41.50	NA	$41.50	NA	$41.50
NRC - 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
NRC - 2- wire voice grade unbundled port/loop combination - Add1, no change		NA	$41.50	$41.50	NA	$41.50	NA	$41.50	NA	$41.50
NRC - 2-W Voice Grade Loop/Line Port Combination - Subsequent		NA	$10.00	$10.00	NA	$10.00	NA	$10.00	NA	$10.00
NRC - 2-W VG Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEC	NA	$2.75	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-2-W VG Loop/Line Port Combination-Incremental Cost-Man Svc Ord vs Elect-1st	SOMAN	NA	$21.56	$33.76	NA	$31.92	NA	$40.18	NA	$30.89
NRC-2-W VG Loop/Line Port Combination-Incremental Cost-Man Svc Ord vs Elect-Add'l	SOMAN	NA	$21.56	$7.86	NA	$7.32	NA	$9.45	NA	$7.03
NRC-2-W VG Loop/Line Port Combination-Subsequent Database Update-Electr		NA	TBD	TBD	NA	$2.11	NA	$1.42	NA	TBD
NRC-2-W VG Loop/Line Port Combination-Subsequent Database Update-Man Svc Ord		NA	TBD	TBD	NA	$5.12	NA	$10.27	NA	TBD
NRC - Electronic Service Order Disconnect		NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Manual Service Order Disconnect		NA	$3.84	$20.00	NA	$20.00	NA	$20.00	NA	$20.00
2-W Voice Grade Loop with 2-W Line Port PBX										
2-W Analog Line Port (PBX), per month										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-W VOICE UNBUNDLED 2-WAY COMBINATION PBX AL CALLING PORT	UEPA2	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W VOICE UNBUNDLED 2-WAY COMBINATION PBX LA CALLING PORT	UEPL2	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-W VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-W VOICE UNBUNDLED 2-WAY COMBINATION PBX TN CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-W VOICE UNBUNDLED 1-WAY OUTGOING PBX TN CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-W VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-W VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-W VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-W VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-W VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-W VOICE UNBUNDLED 2-WAY PBX KY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W VOICE UNBUNDLED PBX KY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W VOICE UNBUNDLED PBX KY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W VOICE UNBUNDLED 2-WAY KY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W VOICE UNBUNDLED 2-WAY PBX LA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-W VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-W VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-W VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORTTN CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-W VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL discount ROOM CALLING PORT	UEPXO	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2-W VOICE UNBUNDLED 1-WAY OUTGOING PBX LA LOCAL DISC CALLING PORT	UEPXP	NA	NA	NA	NA	$14.00	NA	NA	NA	NA
2-W VOICE UNBUNDLED 2-WAY PBX MS LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W VOICE UNBUNDLED 2-WAY PBX MS LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	NA	$14.00	$14.00	NA	$14.00	NA	$14.00	NA	$14.00
2 W VOICE UNBUNDLED 2-WAY PBX SC AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-W VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
2-W VOICE UNBUNDLED 2-WAY PBX TN REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	$14.00
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
2-W Voice Grade Loop (SL1)										
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	$14.18	NA	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	NA	$14.90	$10.80	NA	$14.05	NA	NA	NA	$15.92
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	NA	$18.51	$12.47	NA	$24.14	NA	NA	NA	$20.79
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	NA	$24.25	$19.83	NA	$49.30	NA	NA	NA	$27.18
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Combination Rates										
RC - 2 W Voice Grade Loop with 2-W Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	$28.18	NA	NA
RC - 2-W Voice Grade Loop with 2-W Line Port, Zone 1 (Note 6)	Note 8	NA	$28.90	$24.80	NA	$28.05	NA	NA	NA	$29.92
RC - 2-W Voice Grade Loop with 2-W Line Port, Zone 2 (Note 6)	Note 8	NA	$32.51	$26.47	NA	$38.14	NA	NA	NA	$34.79
RC - 2-W Voice Grade Loop with 2-W Line Port, Zone 3 (Note 6)	Note 8	NA	$38.25	$33.83	NA	$63.30	NA	NA	NA	$41.18
All available features, per month	UEPVF	$3.50	$3.40	$0.00	$3.50	$5.00	$4.00	$3.50	$4.00	$0.00
Nonrecurring Charges										
NRC - 2- wire voice grade unbundled port/loop combination - 1st, with change		NA	$41.50	$41.50	NA	$41.50	NA	$41.50	NA	$41.50
NRC - 2-w voice grade unbundled port/loop combination - Add'l, with change		NA	$41.50	$41.50	NA	$41.50	NA	$41.50	NA	$41.50
NRC - 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
NRC - 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
NRC - 2-W Voice Grade Loop/Line Port Combination - Subsequent		NA	$10.00	$10.00	$10.00	$10.00	NA	$10.00	NA	$10.00
NRC - 2-W VG Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA	$2.75	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC 2-W VG Loop/Line Port Combination-Incremental Cost-Man Svc Ord vs Electr-1st	SOMAN	NA	$21.56	$33.67	NA	$31.92	NA	$40.18	NA	$30.89
NRC-2-W VG Loop/Line Port Combination-Incremental Cost-Man Svc Ord vs Elect-Add'l	SOMAN	NA	$21.56	$7.88	NA	$7.32	NA	$9.45	NA	$7.03
NRC- 2 Wire VG Loop/Line Port Combination - Subsequent Database Update - Electronic		NA	TBD	TBD	NA	$2.11	NA	$1.42	NA	TBD
NRC-2-W VG Loop/Line Port Combination-Subsequent Database Update-Man Svc Ord		NA	TBD	TBD	NA	$5.12	NA	$10.27	NA	TBD
NRC - Electronic Service Order Disconnect		NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Manual Service Order Disconnect		NA	$3.84	$20.00	NA	$20.00	NA	$20.00	NA	$20.00
COST BASED RATES (Notes 2 & 3)										
Currently Combined										
2-W Voice Grade Loop with 2-W Line Port										
2-W Voice Grade Line Port (Res.), per month										
2- wire voice unbundled port - residence	UEPRL	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
2-W voice unbundled port with caller ID - residence	UEPRC	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
2-W voice unbundled port outgoing only - residence	UEPRO	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
2-W voice grade unbundled AL extended local dialing parity port with caller ID	UEPAR	$2.20	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice grade unbundled KY extended local dialing parity port with caller ID	UEPRM	NA	NA	NA	$2.61	NA	NA	NA	NA	See Ex C-1
2-W voice grade unbundled LA extended local dialing parity port with caller ID	UEPAS	NA	NA	NA	NA	$2.55	NA	NA	NA	See Ex C-1
2-W voice grade unbundled MS extended local dialing parity port with caller ID	UEPAT	NA	NA	NA	NA	NA	$2.12	NA	NA	See Ex C-1
2-W voice grade unbundled SC extended local dialing parity port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	$3.69	See Ex C-1
2-W voice grade unbundled TN extended local dialing parity port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice unbundled FL area calling with caller ID - residence	UEPAF	NA	$1.35	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice unbundled LA Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	$2.55	NA	NA	NA	See Ex C-1
2-W voice unbundled LA Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	$2.55	NA	NA	NA	See Ex C-1
2-W voice unbundled SC Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	$3.69	See Ex C-1
2-W voice unbundled TN Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice unbundled TN Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice unbundled TN Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice unbundled TN Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice unbundled TN Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice unbundled res. low usage line port with Caller ID (LUM)	UEPAP	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	[illegible]28	$3.69	See Ex C-1
2-W Voice Grade Line Port (Bus.), per month										See Ex C-1
2-W voice unbundled port without Caller ID	UEPBL	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
2-W voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
2-W voice unbundled outgoing only port	UEPBO	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
2-W voice grade unbundled AL extended local dialing parity port with caller ID	UEPAW	$2.20	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice grade unbundled KY extended local dialing parity port with caller ID	UEPBM	NA	NA	NA	$2.61	NA	NA	NA	NA	See Ex C-1
2-W voice grade unbundled LA extended local dialing parity port with caller ID	UEPAX	NA	NA	NA	NA	$2.55	NA	NA	NA	See Ex C-1
2-W voice grade unbundled MS extended local dialing parity port with caller ID	UEPAY	NA	NA	NA	NA	NA	$2.12	NA	NA	See Ex C-1
2-W voice grade unbundled SC extended local dialing parity port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	$3.69	See Ex C-1
2-W voice grade unbundled TN extended local dialing parity port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice unbundled incoming only port with Caller ID	UEPB1	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
2-W voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	$2.55	NA	NA	NA	See Ex C-1
2-W voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	$3.69	See Ex C-1
2-W voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-W voice unbundled TN Bus 2-WAY Collierville & Memphis Local Calling Port(B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W Voice Grade Loop (SL1)										
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	$14.18	NA	See Ex C-1
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	$14.35	$14.90	$10.80	$13.54	$14.05	$14.59	NA	$17.02	See Ex C-1
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	$23.31	$18.51	$12.47	$19.73	$24.14	$19.33	NA	$25.66	See Ex C-1
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	$42.24	$24.25	$19.83	$28.27	$49.30	$27.63	NA	$33.99	See Ex C-1
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	$36.47	NA	NA	See Ex C-1
Combination Rates										See Ex C-1
RC - 2 W Voice Grade Loop with 2-W Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	$16.46	NA	See Ex C-1
RC - 2-W Voice Grade Loop with 2-W Line Port, Zone 1 (Note 6)	Note 8	$16.55	$16.25	$12.59	$16.15	$16.60	$16.71	NA	$20.71	See Ex C-1
RC - 2-W Voice Grade Loop with 2-W Line Port, Zone 2 (Note 6)	Note 8	$25.51	$19.86	$14.26	$22.34	$26.69	$21.45	NA	$29.35	See Ex C-1
RC - 2-W Voice Grade Loop with 2-W Line Port, Zone 3 (Note 6)	Note 8	$44.44	$25.60	$21.62	$30.88	$51.85	$29.75	NA	$37.68	See Ex C-1
RC - 2-W Voice Grade Loop with 2-W Line Port, Zone 4 (Note 6)	Note 8	NA	NA	NA	NA	NA	$38.59	NA	NA	See Ex C-1
All available features, per month	UEPVF	$3.50	$3.40	$0.00	$3.50	$5.00	$4.00	$3.50	$4.00	$0.00
Nonrecurring Charges										
NRC - 2-W Voice Grade Loop/Line Port Combination - 1st, Switch as is	USAC2	$2.80	$0.1964	$2.01	$10.00	$3.80	$5.20	$2.77	$1.59	See Ex C-1
NRC - 2-W Voice Grade Loop/Line Port Combination - Add'l, Switch as is	USAC2	$0.41	$0.1964	$0.3108	$10.00	$0.29	$0.41	$0.40	$0.40	See Ex C-1
NRC - 2-W Voice Grade Loop/Line Port Combination - 1st, Switch with change	USACC	$2.80	$0.1964	$2.01	$10.00	$3.80	$5.20	$2.77	$1.59	See Ex C-1
NRC - 2-W VG Loop/Line Port Combination-Add'l, Switch with change	USACC	$0.41	$0.1964	$0.3108	$10.00	$0.29	$0.41	$0.40	$0.40	See Ex C-1
NRC - 2-W Voice Grade Loop/Line Port Combination - Subsequent	USAS2	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	See Ex C-1
NRC - 2-W VG Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from 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	See Ex C-1
NRC-2-W VG Loop/Line Port Combination-Incremental Cost-Man Svc Ord vs Elect-1st	SOMAN	$40.71	$21.56	$33.67	$19.99	$31.92	$43.52	$40.18	$43.19	See Ex C-1
NRC-2-W VG Loop/Line Port Combination-Incremental Cost-Man Svc Ord vs Elect-Add'l	SOMAN	$9.58	$21.56	$7.88	$19.99	$7.32	$9.99	$9.45	$9.91	See Ex C-1
NRC-2-W VG Loop/Line Port Combination-Subsequent Database Update-Electronic		$1.44	TBD	TBD	TBD	$2.11	$2.87	$1.42	$0.71	See Ex C-1
NRC-2-W VG Loop/Line Port Combination-Subsequent Database Update-ManSvcOrd		$8.25	TBD	TBD	TBD	$5.12	$6.88	$10.27	$8.91	See Ex C-1
NRC - Electronic Service Order Disconnect		NA	$0.42	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Manual Service Order Disconnect		$20.00	$3.84	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	See Ex C-1
NRCs for New (not Currently Combined) as ordered in Georgia:										See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPRL	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPRL	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPRC	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2 W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPRC	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPRO	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPRO	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPAP	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPAP	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPBL	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPBL	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPBC	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPBC	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPBO	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPBO	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPB1	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPB1	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop/Line Port Combination - Subsequent	USAS2	NA	NA	$10.00	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Disconnect - 1st		NA	NA	$8.45	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Disconnect - Add'l		NA	NA	$3.91	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W VG Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC-2-W VG Loop with 2-W Line Port-Incremental Cost Man vs Electronic-New-1st		NA	NA	$37.06	NA	NA	NA	NA	NA	See Ex C-1
NRC-2-W VG Loop with 2-W Line Port-Incremental Cost Man vs Electronic-New-Add'l		NA	NA	$8.19	NA	NA	NA	NA	NA	See Ex C-1
NRC- 2 Wire VG Loop/Line Port Combination - Subsequent Database Update - Electr		NA	NA	TBD	NA	NA	NA	NA	NA	See Ex C-1
NRC-2W VG Loop/Line Port Combination-Subsequent Database Update-Man Svc Ord		NA	NA	TBD	NA	NA	NA	NA	NA	See Ex C-1
NRC-2-W VG Loop with 2-W Line Port-Incremental Cost Man vs Elect-New-Disconnect		NA	NA	$11.17	NA	NA	NA	NA	NA	See Ex C-1
2-W VG Loop - Bus Only with 2-W DID Trunk Port										See Ex C-1
2 - Wire Line Port - DID Trunk Port, per month	UEPD1	TBD	$9.36	$11.35	$10.84	$13.12	$14.63	$12.12	TBD	See Ex C-1
2-W Voice Grade Loop (SL2)										
RC - 2- Wire Voice Grade Loop - Statewide	UECD1	NA	NA	NA	NA	NA	NA	$11.76	NA	See Ex C-1
RC - 2- Wire Voice Grade Loop - Zone 1	UECD1	$17.95	$18.48	$16.84	$17.78	$17.65	$18.35	NA	$21.57	See Ex C-1

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - 2-Wire Voice Grade Loop - Zone 2	UECD1	$29.16	$22.43	$19.45	$23.96	$30.32	$24.33	NA	$32.53	See Ex C-1
RC - 2-Wire Voice Grade Loop - Zone 3	UECD1	$52.84	$27.87	$30.92	$34.96	$61.93	$34.77	NA	$43.08	See Ex C-1
RC - 2-Wire Voice Grade Loop - Zone 4	UECD1	NA	NA	NA	NA	NA	$45.88	NA	NA	See Ex C-1
Combination Rates										See Ex C-1
RC - 2-W Voice Grade Loop with 2-W DID Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	$23.79	NA	See Ex C-1
RC - 2-W Voice Grade Loop with 2-W DID Port, Zone 1 (Note 6)	Note 8	28.72	$27.84	$28.19	28.72	$30.77	28.72	NA	28.72	See Ex C-1
RC - 2-W Voice Grade Loop with 2-W DID Port, Zone 2 (Note 6)	Note 8	34.91	$31.79	$30.80	34.91	$43.44	34.91	NA	34.91	See Ex C-1
RC - 2-W Voice Grade Loop with 2-W DID Port, Zone 3 (Note 6)	Note 8	45.9	$37.23	$42.27	45.9	$75.05	45.9	NA	45.9	See Ex C-1
RC - 2-W Voice Grade Loop with 2-W DID Port, Zone4 (Note 6)	Note 8	NA	NA	NA	NA	NA	TBD	NA	NA	See Ex C-1
NRC- 2-Wire VG Loop with 2-Wire DID Port - Conversion - Switch As Is - 1st port	USAC1	$14.62	$14.62	$166.08	TBD	$14.60	$14.60	$13.26	$14.62	See Ex C-1
NRC- 2-W VG Loop with 2-W DID Port - Conversion - Switch As Is Each Addl Port	USAC1	$3.73	$3.73	$140.01	TBD	$3.72	$3.72	$8.39	$3.73	See Ex C-1
NRC- 2-Wire VG Loop with 2-Wire DID Port - Conversion with changes - 1st port	USA1C	$14.62	$14.62	$166.08	TBD	$14.60	$14.60	$13.26	$14.62	See Ex C-1
NRC- 2-W VG Loop with 2-W DID Port - Conversion with changes - Each Addl port	USA1C	$3.73	$3.73	$140.01	TBD	$3.72	$3.72	$8.39	$3.73	See Ex C-1
NRC - 2-W DID Subsequent Activity - Per Svc Order - Add Trunks, Per Trunk	USAS1	$53.57	$53.57	NA	NA	$53.50	$53.50	NA	$53.57	See Ex C-1
NRC - 2-W VG Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from 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	See Ex C-1
NRC- 2-W VG Loop with 2-W DID Port - Incremental Cost-Man Svc Ord - 1st	SOMAN	$19.99	$21.56	$37.88	$19.99	$19.99	$19.99	$53.89	$19.99	See Ex C-1
NRC- 2-W VG Loop with 2-W DID Port - Incremental Cost-Man Svc Ord-Addl	SOMAN	$19.99	$21.56	$16.84	$19.99	$19.99	$19.99	$11.34	$19.99	See Ex C-1
NRC - Electronic Service Order Disconnect		$0.42	$0.42	$0.42	$0.42	$0.42	$0.42	$0.42	$0.42	See Ex C-1
NRC - Incremental Manual Service Order Disconnect		$20.00	$3.84	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	See Ex C-1
Telephone Number/Trunk Group Establishment										See Ex C-1
DID Trunk Termination (one required per port)	NDT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers (FL, GA, NC, & SC only)	NDZ	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers (AL, KY, LA, MS, & TN). In addition, Provides Additional DID Numbers for each Group of 20 DID Numbers (Valid in All States)	ND4	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
DID Numbers, non-consecutive	ND5	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
2-W ISDN Digital Grade Loop with 2-W ISDN Digital Port										See Ex C-1
2-W ISDN Digital Port per month	UEPPB	$16.42	$8.51	$13.47	$12.99	$11.42	$51.91	$2[illegible].37	$33.74	See Ex C-1
2-W ISDN Digital Grade Loop										
RC - 2-W ISDN Digital Grade Loop - Statewide	USL2X	NA	NA	NA	NA	NA	NA	$[illegible]5.08	NA	See Ex C-1
RC - 2-W ISDN Digital Grade Loop - Zone 1	USL2X	$23.23	$22.48	$21.89	$22.41	$28.87	$21.86	NA	$26.68	See Ex C-1
RC - 2-W ISDN Digital Grade Loop - Zone 2	USL2X	$37.74	$27.90	$25.27	$31.10	$37.63	$28.97	NA	$40.24	See Ex C-1
RC - 2-W ISDN Digital Grade Loop - Zone 3	USL2X	$68.38	$30.78	$40.17	$42.36	$48.42	$41.40	NA	$53.29	See Ex C-1
RC - 2-W ISDN Digital Grade Loop - Zone 4	USL2X	NA	NA	NA	NA	NA	$54.64	NA	NA	See Ex C-1
Combination Rates										
RC - 2-W ISDN Digital Grade Loop with 2-W ISDN Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	$43.45	NA	See Ex C-1
RC - 2-W ISDN Digital Grade Loop with 2-W ISDN Digital Port - Zone 1	Note 8	$39.65	$30.99	$35.36	$34.40	$34.84	$73.77	NA	$60.42	See Ex C-1
RC - 2-W ISDN Digital Grade Loop with 2-W ISDN Digital Port - Zone 2	Note 8	$54.16	$36.41	$38.74	$44.10	$43.20	$80.78	NA	$73.98	See Ex C-1
RC - 2-W ISDN Digital Grade Loop with 2-W ISDN Digital Port - Zone 3	Note 8	$84.80	$39.30	$53.64	$55.35	$59.69	$93.31	NA	$87.03	See Ex C-1
RC - 2-W ISDN Digital Grade Loop with 2-W ISDN Digital Port - Zone 4	Note 8	NA	NA	NA	NA	NA	$106.55	NA	NA	See Ex C-1
All available features, per month	UEPVF	$3.50	$3.40	$0.00	$3.50	$5.00	$4.00	$3.50	$4.00	$0.00
NRC - 2-W ISDN Digital Grade Loop/2-W ISDN Digital Port - 1st conversion	USACB	$79.12	$86.79	$239.95	$79.12	$79.01	$79.12	$174.35	$79.12	See Ex C-1
NRC-2-W ISDN Digital Grade Loop/2-W ISDN Digital Port-Add'l conversion	USACB	$54.04	$54.04	$156.92	$54.04	$53.97	$54.04	$174.35	$54.04	See Ex C-1
NRC-2-W ISDN Digital Grade Loop/2-W ISDN Digital Port-NonFeature Subsqnt Activity	USASB	$53.50	$53.50	$53.50	$53.50	$53.50	$53.50	$53.50	$53.50	See Ex C-1
NRC - 2-W VG Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from 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	See Ex C-1
NRC - 2-W ISDN Digital Grade Loop/2-W 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	See Ex C-1
NRC - 2-W ISDN Digital Grade Loop/2-W ISDN Digital Port - Incremental Cost- Manual Service Order - Addl	SOMAN	$19.99	$21.56	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	See Ex C-1
NRC - Electronic Service Order Disconnect		$0.42	$0.42	$0.42	$0.42	$0.42	$0.42	$0.42	$0.42	See Ex C-1
NRC - Incremental Manual Service Order Disconnect		$20.00	$3.84	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	See Ex C-1
4-W DS1 Digital Loop with 4-W ISDN DS1 Digital Trunk Port										See Ex C-1
4 - Wire ISDN DS1 Digital Trunk Port	UEPPP	$186.02	$95.39	$163.16	$113.21	$107.55	$213.21	$179.01	$214.79	See Ex C-1
4 - Wire DS1 Digital Loop										
RC - 4-Wire DS1 Digital Loop- Statewide	USL4P	NA	NA	NA	NA	NA	NA	$62.71	NA	See Ex C-1
RC - 4-Wire DS1 Digital Loop- Zone 1	USL4P	$51.74	$92.48	$55.53	$106.04	$100.70	$50.99	NA	$59.61	See Ex C-1
RC - 4-Wire DS1 Digital Loop- Zone 2	USL4P	$84.05	$119.68	$3.21	$135.15	$129.12	$67.58	NA	$89.90	See Ex C-1

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - 4- Wire DS1 Digital Loop- Zone 3	USL4P	$152.29	$194.70	$101.93	$186.26	$344.16	$96.58	NA	$119.06	See Ex C-1
RC - 4-Wire DS1 Digital Loop - Zone 4	USL4P	NA	NA	NA	NA	NA	$127.47	NA	NA	See Ex C-1
Combination Rates										
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	$241.72	NA	See Ex C-1
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 1	Note 8	$237.76	$187.87	$218.69	$219.25	$208.25	$264.20	NA	$274.40	See Ex C-1
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 2	Note 8	$270.07	$215.07	$227.29	$248.36	$236.67	$280.79	NA	$304.69	See Ex C-1
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 3	Note 8	$338.31	$290.08	$265.09	$299.47	$451.57	$309.79	NA	$333.85	See Ex C-1
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 4	Note 8	NA	NA	NA	NA	NA	$340.68	NA	NA	See Ex C-1
Local Number Portability										
Local Number Portability (1 per port)	LNPCN	$1.75	$1.75	$1.75	$1.75	$1.75	$1.75	$1.75	$1.75	See Ex C-1
Interface (Provisioning Only)										See Ex C-1
Voice/Data	PR71V	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
Digital Data	PR71D	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
Inward Data	PR71E	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
Non-Recurring Charges										
NRC - 4-W DS1 Digital Loop with 4-W ISDN DS1 Digital Port Combination - 1st conversion	USACP	$240.30	$247.97	$269.96	$240.30	$239.95	$240.30	$481.51	$240.30	See Ex C-1
NRC-4-W DS1 Digital Loop with 4-W 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	See Ex C-1
NRC -4-W DS1 Digital Loop with 4-W 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	See Ex C-1
NRC - 4-W DS1 Digital Loop with 4-W ISDN DS1 Digital Port Combination - Subsequent Inward/2-way Telephone Numbers	PR7TG	$0.98	$0.9804	$0.9686	$0.98	$0.98	$0.98	$1.17	$0.98	See Ex C-1
NRC - 4-W DS1 Digital Loop with 4-W ISDN DS1 Digital Port Combination - Subsequent Outward Telephone numbers	PR7TP	$23.02	$23.02	$22.75	$23.02	$22.99	$23.02	$28.17	$23.02	See Ex C-1
NRC - 4-W DS1 Digital Loop with 4-W ISDN DS1 Digital Port Combination - Subsequent Inward Telephone Numbers	PR7ZT	$46.05	$46.05	$45.49	$46.05	$45.98	$46.05	$56.33	$46.05	See Ex C-1
NRC - 4-W DS1 Digital Loop with 4-W ISDN DS1 Digital Port Combination - Subsequent Service Order Per Order	USASP	$147.47	$147.47	$147.47	$147.47	$147.47	$147.47	$255.25	$147.47	See Ex C-1
NRC - 2-W VG Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from 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	See Ex C-1
NRC - 4-W DS1 Digital Loop with 4-W 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	See Ex C-1
NRC - 4-W ISDN Digital Loop with 4-W ISDN Digital Port - Incremental Cost- Manual Service Order - Addl	SOMAN	$19.99	$21.56	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	See Ex C-1
NRC - Electronic Service Order Disconnect		$0.42	$0.42	$0.42	$0.42	$0.42	$0.42	$0.42	$0.42	See Ex C-1
NRC - Incremental Manual Service Order Disconnect		$20.00	$3.84	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	See Ex C-1
4 - Wire DDITS Digital Trunk Port (Formerly DID Trunk Port)	UDD1T	$130.23	$63.31	$120.80	$83.28	$149.27	$148.46	$123.65	TBD	See Ex C-1
4 - Wire DS1 Digital Loop	USLDC									
4 - Wire DS1 Digital Loop - Statewide	USLDC	NA	NA		NA	NA	NA	$82.71	NA	See Ex C-1
4 - Wire DS1 Digital Loop - Zone 1	USLDC	$51.74	$64.69	$55.53	$106.04	$56.32	$50.99	NA	$59.61	See Ex C-1
4 - Wire DS1 Digital Loop - Zone 2	USLDC	$84.05	$94.71	$64.13	$135.15	$96.73	$67.58	NA	$89.90	See Ex C-1
4 - Wire DS1 Digital Loop - Zone 3	USLDC	$152.29	$208.93	$101.93	$186.26	$197.57	$96.58	NA	$119.06	See Ex C-1
4 - Wire DS1 Digital Loop - Zone 4	USLDC	NA	NA	NA	NA	NA	$127.47	NA	NA	See Ex C-1
Combination Rates										
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	$186.36	NA	See Ex C-1
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Zone 1	Note 8	$181.97	$128.00	$176.33	$189.32	$205.59	$197.45	NA	TBD	See Ex C-1
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Zone 2	Note 8	$214.28	$158.02	$184.93	$218.43	$246.00	$214.04	NA	TBD	See Ex C-1
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Zone 3	Note 8	$282.52	$272.24	$222.73	$269.54	$346.84	$243.04	NA	TBD	See Ex C-1
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Zone 4	Note 8	NA	NA	NA	NA	NA	$273.93	NA	NA	See Ex C-1
Local number Portability per DSO Activated	LNPCP	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	See Ex C-1
Central Office Terminating Point	CTG	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
Telephone Number / Trunk Group establishment										
Telephone Number for 2-Way Trunk Group	UDTGX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
Telephone Number for 1-Way Outward Trunk Group	UDTGY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
Telephone Number for 1-Way Inward Trunk Group Without DID	UDTGZ	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers (FL, GA, NC, & SC only)	NDZ	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers (AL, KY, LA, MS, & TN). In addition, Provides Additional DID Numbers for each Group of 20 DID Numbers (Valid in All States)	ND4	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
DID Numbers, Non- consecutive DID Numbers , Per Number	ND5	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
Interoffice Channel Mileage - (Dedicated DS1) FX/FCO for 4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port										See Ex C-1
Fixed cost 0-8 miles (Facilities Termination)	1LNO1	$79.69	$92.62	$63.39	$55.05	$93.40	$74.40	$71.29	$94.98	See Ex C-1
Additional costs per mile 0-8 miles	1LNOA	$0.6920	$0.2000	$0.3068	$0.4500	$0.7831	$0.6598	$0.0783	$0.7598	See Ex C-1
Fixed cost 9-25 miles (Facilities Termination)	1LN02	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
additional costs per mile 9-25 miles	1LNOB	$0.6920	$0.2000	$0.3068	$0.4500	$0.7831	$0.6598	$0.0783	$0.7598	See Ex C-1
Fixed cost 25 + miles (Facilities Termination)	1LNO3	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
Additional costs 25 + miles	1LNOC	$0.6920	$0.2000	$0.3068	$0.4500	$0.7831	$0.6598	$0.0783	$0.7598	See Ex C-1
Enhanced Performance Charges										See Ex C-1
Enhanced Performance Charges - as negotiated in contract	UDTPC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	See Ex C-1
Non-recurring Charges										See Ex C-1
NRC-4-W DS1 Digital Loop with 4-W DDITS Trunk Port Combination-OSS LSR Charge, Elect, per LSR received from 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	See Ex C-1
NRC-4-W DS1 Digital Loop with 4-W DDITS Trunk Port-Incremental Cost-Man Svc Ord-1st	SOMAN	$19.99	$21.56	$37.88	$19.99	$19.99	$19.99	$19.99	$19.99	See Ex C-1
NRC-4-W DS1 Digital Loop with 4-W DDITS Trunk Port-Increml Cost- Man Svc Ord-Add'l	SOMAN	$19.99	$21.56	$16.84	$19.99	$19.99	$19.99	$19.99	$19.99	See Ex C-1
NRC - Electronic Service Order Disconnect		TBD	$0.42	TBD	TBD	TBD	TBD	TBD	TBD	See Ex C-1
NRC - Incremental Manual Service Order Disconnect		$20.00	$3.84	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	See Ex C-1
NRC -4-W DS1 Digital Loop with 4-W DDITS Trunk Port -Conversion - Switch as is - 1st	USAC4	TBD	$268.82	$269.96	$261.15	$266.76	TBD	$490.38	TBD	See Ex C-1
NRC-4-W DS1 Digital Loop with 4-W DDITS Trunk Port-Conversion-Switch as is-Add'l	USAC4	TBD	$134.07	$269.96	$134.08	$123.16	TBD	$490.38	TBD	See Ex C-1
NRC-4-W DS1 Digital Loop with 4-W DDITS Trunk Port-Conversion with DS1 changes-1st	USAWA	TBD	$268.82	$269.96	$261.15	$266.76	TBD	$490.38	TBD	See Ex C-1
NRC-4-W DS1 Digital Loop with 4-W DDITS Trunk Port-Convrsn with DS1Changes-Add'l	USAWA	TBD	$134.07	$269.96	$134.08	$123.16	TBD	$490.38	TBD	See Ex C-1
NRC-4-W DS1 Digital Loop with 4-W DDITS Trunk Port-Convrsn with Change-Trunks-1st	USAWB	TBD	$268.82	$269.96	$261.15	$266.76	TBD	$490.38	TBD	See Ex C-1
NRC 4-W DS1Digital Loop with 4-W DDITS Trunk Port-Conversn with Change-Trunks-Add'l	USAWB	TBD	$134.07	$269.96	$134.08	$123.16	TBD	$490.38	TBD	See Ex C-1
NRC-4-W DS1Digital Loop with 4-W DDITS Digital Trunk Port-Subseqnt Service Activity Per Svc Ord	USAS4	TBD	$54.00	$147.47	TBD	$68.57	TBD	$127.63	TBD	See Ex C-1
NRC -4-W DS1 Digital Loop with 4-W DDITS Trunk Port - New - 1st	UDDIT	NA	NA	$858.30	NA	NA	NA	NA	NA	See Ex C-1
NRC -4-W DS1 Digital Loop with 4-W DDITS Trunk Port - New - Add'l	UDDIT	NA	NA	$514.02	NA	NA	NA	NA	NA	See Ex C-1
NRC -4-W DS1 Digital Loop with 4-W DDITS Trunk Port - New - 1st - Disconnect	UDDIT	NA	NA	TBD	NA	NA	NA	NA	NA	See Ex C-1
NRC -4-W DS1 Digital Loop with 4-W DDITS Trunk Port - New - Additional Disconnect	UDDIT	TBD	NA	TBD	TBD	NA	TBD	$11.98	TBD	See Ex C-1
NRC -4-W DS1 Digital Loop with 4-W DDITS Trunk Port - Subsequent Channel Activation - Per Channel - 2-Way Trunk	UDTTA	TBD	$28.96	$28.71	$28.96	$26.60	TBD	$146.91	TBD	See Ex C-1
NRC -4-W DS1 Digital Loop with 4-W DDITS Trunk Port - Subsequent Channel Activation - Per Channel - 1-Way Outward Trunk	UDTTB	TBD	$28.96	$28.71	$28.96	$26.60	TBD	$146.91	TBD	See Ex C-1
NRC -4-W DS1 Digital Loop with 4-W DDITS Trunk Port - Subsequent Channel Activation - Per Channel - 1-Way Inward Trunk Without DID	UDTTC	TBD	$28.96	$28.71	$28.96	$26.60	TBD	$146.91	TBD	See Ex C-1
NRC -4-W DS1 Digital Loop with 4-W DDITS Trunk Port - Subsequent Channel Activation - Per Channel - 1-Way Inward Trunk With DID	UDTTD	TBD	$28.96	$28.71	$28.96	$26.60	TBD	$146.91	TBD	See Ex C-1
NRC -4-W DS1 Digital Loop with 4-W DDITS Trunk Port - Subsequent Channel Activation - Per Channel - 2-Way DID with User Transfer	UDTTE	TBD	$28.96	$28.71	$28.96	$26.60	TBD	$146.91	TBD	See Ex C-1
NRC-4-W DS1 Digital Loop with 4-W DDITS Digital Trunk Port-Subseqnt Signaling Changes		TBD	TBD	TBD	TBD	TBD	TBD	$29.65	TBD	See Ex C-1
NRC -4-W DS1 Digital Loop with 4-W DDITS Digital Trunk Port - Subsequent Telephone #s		TBD	TBD	TBD	TBD	TBD	TBD	$120.96	TBD	See Ex C-1
NRC - Interoffice Channel Mileage - (Dedicated DS1) FX/FCO for 4-W DS1 Digital Loop with 4-W DDITS Trunk PortFixed cost 0-8 miles (Facilities Termination) - 1st - New Only	1LNO1	$198.15	NA	$147.07	NA	NA	NA	NA	NA	See Ex C-1
NRC-Interoffice Channel Mileage-(Dedicated DS1) FX/FCO for 4-W DS1 Digital Loop with 4-W DDITS Trunk PortFixed cost 0-8 miles (Facilities Termination)-Add'l-New Only	1LNO2	$148.18	NA	$111.75	NA	NA	NA	NA	NA	See Ex C-1
NRC-Interoffice Channel Mileage-(Dedicated DS1) FX/FCO for 4-W DS1 Digital Loop with 4-W DDITS Trunk PortFixed cost 0-8 miles (Facilities Termination)-Disc-1st-New Only	1LNO3	$25.44	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC-Interoffice Channel Mileage-(Dedicated DS1) FX/FCO for 4-W DS1 Digital Loop with 4-W DDITS Trunk PortFixed cost 0-8 miles (Facilities Termination)-Disc Add'l-New Only	1LNO4	$20.42	NA	NA	NA	NA	NA	NA	NA	See Ex C-1

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
BIPOLAR 8 ZERO SUSTITUTION										See Ex C-1
NRC - Superframe Format - Conversion or new install 1st	CCOSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC - Superframe Format - Conversion or new install Additional	CCOSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC - Extended Superframe Format - Change or Subsequent Activity - 1st	CCOSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC - Extended Superframe Format - Change or Subsequent Activity-Add'l	CCOSF	$600.00	$655.00	$600.00	$730.00	$605.00	$600.00	$615.00	$605.00	See Ex C-1
NRC - Extended Superframe Format - Conversion or New Install 1st	CCOEF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC - Extended Superframe Format - Conversion or New Install - Additional	CCOEF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC - Extended Superframe Format - Change or Subsequent Activity - 1st	CCOEF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC - Extended Superframe Format - Change or Subsequent Activity-Add'l	CCOEF	$600.00	$655.00	$600.00	$730.00	$605.00	$600.00	[illegible]00	$605.00	See Ex C-1
Alternate Mark Inversion (AMI)										See Ex C-1
NRC - Superframe Format - 1st	MCOSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	[illegible]0	$0.00	See Ex C-1
NRC - Superframe Format - Additional	MCOSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC - Extended Superframe Format - 1st	MCOPO	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC - Extended Superframe Format - Additional	MCOPO	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
2-W Voice Grade Loop with 2-W Line Port PBX										
2-W Analog Line Port (PBX), per month										See Ex C-1
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY COMBINATION PBX AL CALLING PORT	UEPA2	$2.20	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY COMBINATION PBX LA CALLING PORT	UEPL2	NA	NA	NA	NA	$2.55	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY COMBINATION PBX TN CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 1-WAY OUTGOING PBX TN CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
2-W VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
2-W VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
2-W VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
2-W VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
2 W VOICE UNBUNDLED 2-WAY PBX KY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	$2.61	NA	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED PBX KY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	$2.61	NA	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED PBX KY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	$2.61	NA	NA	NA	NA	See Ex C-1
2 W VOICE UNBUNDLED 2-WAY KY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	$2.61	NA	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX LA LOCAL OPT'L CALLING PORT	UEPXK	NA	NA	NA	NA	$2.55	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECON ROOM CALLING PORT	UEPXM	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
2-W VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT TN CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL discount ROOM CALLING PORT	UEPXO	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
2-W VOICE UNBUNDLED 1-WAY OUTGOING PBX LA LOCAL DISC CALLING PORT	UEPXP	NA	NA	NA	NA	$2.55	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX MS LOCAL ECON CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	$2.12	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX MS LOCAL OPT'L CALLING PORT	UEPXR	NA	NA	NA	NA	NA	$2.12	NA	NA	See Ex C-1
2 W VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	$2.20	$1.35	$1.79	$2.61	$2.55	$2.12	$2.28	$3.69	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX SC AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	$3.69	See Ex C-1
2-W VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
2-W VOICE UNBUNDLED 2-WAY PBX TN REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									See Ex C-1
2-W Voice Grade Loop (SL1)										
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	$14.18	NA	See Ex C-1
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	$14.35	$14.90	$10.80	$14.79	$14.05	$14.59	NA	$17.02	See Ex C-1
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	$23.31	$18.51	$12.47	$27.68	$24.14	$19.33	NA	$25.66	See Ex C-1
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	$42.24	$24.25	$19.83	$47.78	$49.30	$27.63	NA	$33.99	See Ex C-1
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	$36.47	NA	NA	See Ex C-1
Combination Rates										
RC - 2-W Voice Grade Loop with 2-W Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	$16.46	NA	See Ex C-1

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - 2 W Voice Grade Loop with 2-W Line Port, Zone 1 (Note 6)	Note 8	$16.55	$16.25	$12.59	$17.40	$16.60	$16.71	NA	$20.71	See Ex C-1
RC - 2 W Voice Grade Loop with 2-W Line Port, Zone 2 (Note 6)	Note 8	$25.51	$19.86	$14.26	$30.29	$26.69	$21.45	NA	$29.35	See Ex C-1
RC - 2-W Voice Grade Loop with 2-W Line Port, Zone 3 (Note 6)	Note 8	$44.44	$25.60	$21.62	$50.39	$51.85	$29.75	NA	$37.68	See Ex C-1
RC - 2 W Voice Grade Loop with 2-W Line Port, Zone 4 (Note 6)	Note 8	NA	NA	NA	NA	NA	$38.59	NA	NA	See Ex C-1
All available features, per month	UEPVF	$3.50	$3.40	$0.00	$3.50	$5.00	$4.00	$3.50	$4.00	$0.00
Nonrecurring Charges										
NRC - 2-W Voice Grade Loop/Line Port Combination - 1st, Switch as is	USAC2	$2.80	$15.82	$2.01	$10.00	$3.80	$5.20	$2.77	$1.59	See Ex C-1
NRC - 2-W Voice Grade Loop/Line Port Combination - Add'l, Switch as is	USAC2	$0.41	$3.80	$0.3108	$10.00	$0.29	$0.41	$0.40	$0.40	See Ex C-1
NRC - 2-W Voice Grade Loop/Line Port Combination - 1st, Switch with change	USACC	$2.80	$15.82	$2.01	$10.00	$3.80	$5.20	$2.77	$1.59	See Ex C-1
NRC - 2-W VG Loop/Line Port Combination - Add'l, Switch with change	USACC	$0.41	$3.80	$0.3108	$10.00	$0.29	$0.41	$0.40	$0.40	See Ex C-1
NRC - 2-W Voice Grade Loop/Line Port Combination - Subsequent	USAS2	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	See Ex C-1
NRC - 2-W VG Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from 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	See Ex C-1
NRC-2-W VG Loop/Line Port Combination-Incremental Cost-Man Svc Ord vs Elect-1st	SOMAN	$40.71	$21.56	$33.67	$19.99	$31.92	$43.52	$40.18	$43.19	See Ex C-1
NRC-2-W VG Loop/Line Port Combination-Incremental Cost-Man Svc Ord vs Elect-Add'l	SOMAN	$9.58	$21.56	$7.88	$19.99	$7.32	$0.99	$9.45	$9.91	See Ex C-1
NRC-2-W VG Loop/Line Port Combination-Subsequent Database Update-Electronic		$1.44	TBD	TBD	TBD	$2.11	$2.87	$1.42	$0.71	See Ex C-1
NRC-2-W VG Loop/Line Port Combination-Subsequent Database Update-ManSvcOrd		$8.25	TBD	TBD	TBD	$5.12	$6.88	$10.27	$8.91	See Ex C-1
NRC - Electronic Service Order Disconnect		TBD	$0.42	TBD	TBD	TBD	TBD	TBD	TBD	See Ex C-1
NRC - Incremental Manual Service Order Disconnect		$20.00	$3.84	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00	See Ex C-1
NRCs for New (not Currently Combined) as ordered in Georgia:										See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPRD	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPRD	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPPC	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPPC	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPPO	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPPO	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPP1	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPP1	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPLD	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPLD	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPXA	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPXA	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPXB	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPXB	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPXC	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPXC	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPXD	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPXD	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPXE	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPXE	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPXL	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPXL	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPXM	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPXM	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPXO	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPXO	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - 1st	UEPXS	NA	NA	$22.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Add'l	UEPXS	NA	NA	$15.25	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop/Line Port Combination - Subsequent	USAS2	NA	NA	$10.00	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Disconnect - 1st		NA	NA	$8.45	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W Voice Grade Loop with 2-W Line Port - New - Disconnect - Add'l		NA	NA	$3.91	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-W VG Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC-2-W VG Loop with 2-W Line Port-Incremental Cost Man vs Electronic-New-1st		NA	NA	$37.06	NA	NA	NA	NA	NA	See Ex C-1
NRC-2-W VG Loop with 2-W Line Port-Incremental Cost Man vs Electronic-New-Add'l		NA	NA	$8.19	NA	NA	NA	NA	NA	See Ex C-1
NRC- 2 Wire VG Loop/Line Port Combination - Subsequent Database Update - Electr		NA	NA	TBD	NA	NA	NA	NA	NA	See Ex C-1
NRC-2-W VG Loop/Line Port Combination-Subsequent Database Update-ManSc Ord		NA	NA	TBD	NA	NA	NA	NA	NA	See Ex C-1
NRC-2-W VG Loop with 2-W Line Port-Incremental Cost Man vs Elect-New-Disc		NA	NA	$11.17	NA	NA	NA	NA	NA	See Ex C-1
All Other Loop/Port Combinations		TBD	TBD	Note 2	TBD	TBD	TBD	TBD	TBD	See Ex C-1

	DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									See Ex C-1
NOTES:											
	Interim rates subject to true-up.										
1	Market Rates will apply in those areas where BellSouth is not required to provide circuit switching pursuant to FCC rules.										
2	In Georgia, rates will apply for Currently Combined as well as not Currently Combined loop/port combinations unless otherwise identified.										
3	In the absence of ordered rates by a State Commission, the recurring rates for Currently Combined combinations of loop/port network elements will be the sum of the recurring rates for the UNEs which make up the combinations, and the nonrecurring rates shall be as set forth in this section.										
4	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements.										
5	Deleted										
6	Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accomodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/ docs/interconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.										
7	In the absence of ordered OSS rates by a state commission, BellSouth will offer regionwide rates										
8	There is not a unique combination USOC. CLEC should submit the loop and port USOCs.										
9	Rates in FL are interim and shall be trued-up when final rates are ordered.										

ENHANCED EXTENDED LINKS (EELs)										
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop (channelization if applicable)).	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
DS1 Interoffice Channel and 2-wire VG Local Loop EEL:										
Recurring Charges										
2-wire VG Loop per month, statewide	UEAL2	NA	NA	NA	NA	NA	NA	$19.50	NA	See Ex C-1
2-wire VG Loop per month, Zone 1 (Note 1)	UEAL2	NA	$20.52	$15.40	NA	$17.65	NA	TBD	NA	See Ex C-1
2-wire VG Loop per month, Zone 2 (Note 1)	UEAL2	NA	TBD	$17.78	NA	$30.32	NA	TBD	NA	See Ex C-1
2-wire VG Loop per month, Zone 3 (Note 1)	UEAL2	NA	TBD	$28.26	NA	$61.93	NA	TBD	NA	See Ex C-1
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.6013	$0.4523	NA	$0.7831	NA	$0.5753	NA	See Ex C-1
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$99.79	$78.47	NA	$93.40	NA	$71.29	NA	See Ex C-1
DS1 Channelized System per month	MQ1	NA	$153.60	$18.23	NA	$209.87	NA	$177.72	NA	See Ex C-1
VG (COCI) interface card per month	1D1VG	NA	$1.45	$2.20	NA	$1.62	NA	$1.64	NA	See Ex C-1
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- DS1 Interoffice Facility Termination - 1st	U1TF1	NA	$171.01	$142.64	NA	$160.49	NA	$217.17	NA	See Ex C-1
NRC-DS1 Interoffice Facility Termination - Add'l	U1TF1	NA	$101.84	$94.87	NA	$123.03	NA	$163.75	NA	See Ex C-1
NRC-2-wire VG Local Loop - 1st	UEAL2	NA	$38.02	$77.54	NA	$128.42	NA	$142.97	NA	See Ex C-1
NRC-2-wire VG Local Loop - Add'l	UEAL2	NA	$35.15	$51.57	NA	$93.60	NA	$106.56	NA	See Ex C-1
NRC-DS1 Channelization System -1st	MQ1	NA	$275.18	$206.09	NA	$220.07	NA	$193.63	NA	See Ex C-1
NRC-DS1 Channelization System - Add'l	MQ1	NA	$137.77	$137.06	NA	$135.20	NA	$118.37	NA	See Ex C-1
NRC-VG(COCI)interface card -1st	1D1VG	NA	$12.16	$12.02	NA	$12.29	NA	$15.76	NA	See Ex C-1
NRC-VG(COCI)interface card - Add'	1D1VG	NA	$8.77	$8.66	NA	$8.80	NA	$11.28	NA	See Ex C-1
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	See Ex C-1
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$33.63	NA	$242.20	NA	$66.20	NA	See Ex C-1
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$27.49	NA	$153.37	NA	$51.40	NA	See Ex C-1
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Disconnect	SOMAN	NA	NA	$19.88	NA	$45.91	NA	NA	NA	See Ex C-1
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Disconnect	SOMAN	NA	NA	$11.85	NA	$8.06	NA	NA	NA	See Ex C-1
DS1 Interoffice Channel and 4-wire VG Local Loop EEL:										
Recurring Charges										
4-wire VG Loop per month	UEAL4	NA	NA	NA	NA	NA	NA	$27.49	NA	See Ex C-1
4-wire VG Loop per month, Zone 1 (Note 1)	UEAL4	NA	$24.26	$22.88	NA	$24.36	NA	NA	NA	See Ex C-1
4-wire VG Loop per month, Zone 2 (Note 1)	UEAL4	NA	$35.51	$26.42	NA	$41.85	NA	NA	NA	See Ex C-1
4-wire VG Loop per month, Zone 3 (Note 1)	UEAL4	NA	$78.35	$41.99	NA	$86.47	NA	NA	NA	See Ex C-1
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.6013	$0.4523	NA	$0.7831	NA	$0.5753	NA	See Ex C-1
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$99.79	$78.47	NA	$93.40	NA	$71.29	NA	See Ex C-1
DS1 Channelized System per month	MQ1	NA	$153.60	$18.23	NA	$209.87	NA	$177.72	NA	See Ex C-1
VG (COCI) interface card per month	1D1VG	NA	$1.45	$2.67	NA	$1.62	NA	$1.64	NA	See Ex C-1
Non-Recurring Charges - New EEL (Note 2) (Note 3)										
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA	$171.01	$142.64	NA	$160.49	NA	$534.48	NA	See Ex C-1
NRC-DS1 Interoffice Facility Termination - Add'l	U1TF1	NA	$101.84	$94.87	NA	$123.03	NA	$462.69	NA	See Ex C-1
NRC-4-wire VG Local Loop - 1st	UEAL4	NA	$329.76	$228.99	NA	$128.42	NA	$288.47	NA	See Ex C-1
NRC-4-wire VG Local Loop - Add'l	UEAL4	NA	$178.91	$203.26	NA	$93.60	NA	$237.45	NA	See Ex C-1
NRC-DS1 Channelization System -1st	MQ1	NA	$275.18	$206.09	NA	$220.07	NA	$301.74	NA	See Ex C-1
NRC-DS1 Channelization System - Add'l	MQ1	NA	$137.77	$137.06	NA	$135.20	NA	$182.57	NA	See Ex C-1
NRC-VG(COCI)interface card -1st	1D1VG	NA	$12.16	$12.02	NA	$12.29	NA	$15.76	NA	See Ex C-1
NRC-VG(COCI)interface card - Add'	1D1VG	NA	$8.77	$8.66	NA	$8.80	NA	$11.28	NA	See Ex C-1
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	See Ex C-1
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$33.63	NA	$242.20	NA	$66.20	NA	See Ex C-1
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$27.49	NA	$153.37	NA	$51.40	NA	See Ex C-1
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$19.88	NA	$45.91	NA	NA	NA	See Ex C-1
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - Add	SOMAN	NA	NA	$11.85	NA	$8.06	NA	NA	NA	See Ex C-1
DS1 Interoffice Channel and 2-wire ISDN Local Loop:										
Recurring Charges										
2-wire ISDN Loop per month	U1L2X	NA	NA	NA	NA	NA	NA	$24.98	NA	NA
2-wire ISDN Loop per month, Zone 1 (Note 1)	U1L2X	NA	$32.34	$21.89	NA	$21.15	NA	TBD	NA	$15.54
2-wire ISDN Loop per month, Zone 2 (Note 1)	U1L2X	NA	$47.35	$25.27	NA	$36.22	NA	TBD	NA	$19.55
2-wire ISDN Loop per month, Zone 3 (Note 1)	U1L2X	NA	$104.47	$40.17	NA	$74.19	NA	TBD	NA	$28.02
2-wire ISDN Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.6013	$0.4523	NA	$0.7831	NA	$0.5753	NA	$0.3525

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New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop (channelization if applicable)).	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$99.79	$78.47	NA	$93.40	NA	$71.29	NA	$75.83
DS1 Channelized System per month	MQ1	NA	$153.60	$18.23	NA	$209.87	NA	$177.72	NA	$165.21
2-wire ISDN(BRITE COCI) per month	UC1CA	NA	$3.83	$3.71	NA	$4.18	NA	$3.76	NA	$3.33
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA	$171.01	$142.64	NA	$160.49	NA	$217.17	NA	$165.53
NRC DS1 interoffice Facility Termination - Add'l	U1TF1	NA	$101.84	$94.87	NA	$123.03	NA	$163.75	NA	$124.84
NRC- 2-wire ISDN Local Loop - 1st	U1L2X	NA	$329.76	$77.54	NA	$223.27	NA	$325.91	NA	$58.50
NRC- 2-wire ISDN Local Loop - Add'l	U1L2X	NA	$148.55	$51.57	NA	$172.63	NA	$251.31	NA	$31.00
NRC-DS1 Channelization System -1st	MQ1	NA	$275.18	$206.09	NA	$220.07	NA	$301.74	NA	$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	$137.77	$137.06	NA	$135.20	NA	$182.57	NA	$135.80
NRC 2-wire BRITE(COCI)interface card -1st	UC1CA	NA	$12.16	$12.02	NA	$12.29	NA	$15.76	NA	$12.61
NRC-2-wire BRITE(COCI)interface card -Add'l	UC1CA	NA	$8.77	$8.66	NA	$8.80	NA	$11.28	NA	$9.03
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	$19.99
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$33.63	NA	$57.58	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$27.49	NA	$36.31	NA	$38.07	NA	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Disconnect - 1s	SOMAN	NA	NA	$19.88	NA	$16.12	NA	NA	NA	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Disconnect - Ad	SOMAN	NA	NA	$11.85	NA	$8.06	NA	NA	NA	NA
DS1 Interoffice Channel and 4-wire 56 kbps Local Loop:										
Recurring Charges										
4-wire 56kbps Loop per month	UDL56	NA	NA	NA	NA	NA	NA	$32.67	NA	See Ex C-1
4-wire 56kbps Loop per month, Zone 1 (Note 1)	UDL56	NA	$39.08	$26.44	NA	$27.50	NA	TBD	NA	See Ex C-1
4-wire 56kbps Loop per month, Zone 2 (Note 1)	UDL56	NA	$57.21	$26.42	NA	$47.24	NA	TBD	NA	See Ex C-1
4-wire 56kbps Loop per month, Zone 3 (Note 1)	UDL56	NA	$126.22	$46.53	NA	$96.48	NA	TBD	NA	See Ex C-1
4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.6013	$0.4523	NA	$0.7831	NA	$0.5753	NA	See Ex C-1
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$99.79	$78.47	NA	$93.40	NA	$71.29	NA	See Ex C-1
DS1 Channelized System per month	MQ1	NA	$153.60	$18.23	NA	$209.87	NA	$177.72	NA	See Ex C-1
4-wire 56kbps card COCI per month	1D1DD	NA	$2.20	$1.06	NA	$3.12	NA	$2.88	NA	See Ex C-1
Non-Recurring Charges - New EEL (Note 2) (Note 3)										See Ex C-1
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA	$171.01	$142.64	NA	$160.49	NA	$217.17	NA	See Ex C-1
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA	$101.84	$94.87	NA	$123.03	NA	$163.75	NA	See Ex C-1
NRC-4-wire 56kbps Local Loop - 1st	UDL56	NA	$329.76	$395.14	NA	$333.28	NA	$489.04	NA	See Ex C-1
NRC-4-wire 56kbps Local Loop - Add'l	UDL56	NA	$148.55	$206.98	NA	$230.50	NA	$337.51	NA	See Ex C-1
NRC-DS1 Channelization System -1st	MQ1	NA	$275.18	$206.09	NA	$220.07	NA	$301.74	NA	See Ex C-1
NRC-DS1 Channelization System - Add'l	MQ1	NA	$137.77	$137.06	NA	$135.20	NA	$182.57	NA	See Ex C-1
NRC-4-wire 56kbps(COCI)interface card -1st	1D1DD	NA	$12.16	$12.02	NA	$12.29	NA	$15.76	NA	See Ex C-1
NRC-4-wire 56kbps(COCI)interface card -Add'l	1D1DD	NA	$8.77	$8.66	NA	$8.80	NA	$11.28	NA	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$33.63	NA	$242.20	NA	$65.01	NA	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$27.49	NA	$153.37	NA	$50.83	NA	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect -	SOMAN	NA	NA	$19.88	NA	$45.91	NA	NA	NA	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect -	SOMAN	NA	NA	$11.85	NA	$8.06	NA	NA	NA	See Ex C-1
DS1 Interoffice Channel and 4-wire 64 kbps Local Loop:										
Recurring Charges										
4-wire 64kbps Loop per month	UDL64	NA	NA	NA	NA	NA	NA	$32.67	NA	See Ex C-1
4-wire 64kbps Loop per month, Zone 1 (Note 1)	UDL64	NA	$39.08	$26.44	NA	$27.50	NA	TBD	NA	See Ex C-1
4-wire 64kbps Loop per month, Zone 2 (Note 1)	UDL64	NA	$57.21	$30.53	NA	$47.24	NA	TBD	NA	See Ex C-1
4-wire 64kbps Loop per month, Zone 3 (Note 1)	UDL64	NA	$126.22	$46.53	NA	$96.48	NA	TBD	NA	See Ex C-1
4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.6013	$0.4523	NA	$0.7831	NA	$0.5753	NA	See Ex C-1
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$99.79	$78.47	NA	$93.40	NA	$71.29	NA	See Ex C-1
DS1 Channelized System per month	MQ1	NA	$153.60	$18.23	NA	$209.87	NA	$177.72	NA	See Ex C-1
4-wire 64kbps card COCI per month	1D1DD	NA	$1.06	$1.06	NA	$3.12	NA	$2.88	NA	See Ex C-1
Non-Recurring Charges - New EEL (Note 2) (Note 3)										See Ex C-1
NRC- DS1 interoffice - 1st	U1TF1	NA	$171.01	$142.64	NA	$160.49	NA	$217.17	NA	See Ex C-1
NRC- DS1 interoffice - Add'l	U1TF1	NA	$101.84	$94.87	NA	$123.03	NA	$163.75	NA	See Ex C-1
NRC 4 wire 64kbps Local Loop - 1st	UDL64	NA	$329.76	$395.14	NA	$333.28	NA	$489.04	NA	See Ex C-1
NRC-4-wire 64kbps Local Loop - Add'l	UDL64	NA	$148.55	$206.98	NA	$230.50	NA	$337.51	NA	See Ex C-1
NRC-DS1 Channelization System -1st	MQ1	NA	$275.18	$206.09	NA	$220.07	NA	$301.74	NA	See Ex C-1

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-DS1 Channelization System - Add'l	MQ1	NA	$137.77	$137.06	NA	$135.20	NA	$288.33	NA	See Ex C-1
NRC-4 wire 64kbps(COCI)interface card -1st	1D1DD	NA	$12.16	$12.02	NA	$12.29	NA	$15.76	NA	See Ex C-1
NRC-4-wire 64kbps(COCI)interface card -Add'l	1D1DD	NA	$8.77	$8.66	NA	$8.80	NA	$11.28	NA	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$33.63	NA	$242.20	NA	$65.01	NA	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$27.49	NA	$153.37	NA	$50.83	NA	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect -	SOMAN	NA	NA	$19.88	NA	$45.91	NA	NA	NA	See Ex C-1
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect -	SOMAN	NA	NA	$11.85	NA	$8.06	NA	NA	NA	See Ex C-1
DS1 Interoffice Channel and DS1 Interoffice Local Loop:										
Recurring Charges										
DS1 Loop per month	USLXX	NA	NA	NA	NA	NA	NA	$62.78	NA	NA
DS1 Loop per month, Zone 1 (Note 1)	USLXX	NA	$64.69	$52.40	NA	$56.32	NA	TBD	NA	NA
DS1 Loop per month, Zone 2 (Note 1)	USLXX	NA	$94.71	$60.51	NA	$96.73	NA	TBD	NA	NA
DS1 Loop per month, Zone 3 (Note 1)	USLXX	NA	$208.93	$96.18	NA	$197.57	NA	TBD	NA	NA
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	$0.6013	$0.4523	NA	$0.7831	NA	$0.5753	NA	NA
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	$99.79	$78.47	NA	$93.40	NA	$71.29	NA	NA
Non-Recurring Charges - New EEL (Note 2) (Note 3)										
NRC- DS1 interoffice - 1st	U1TF1	NA	$171.01	$142.64	NA	$160.49	NA	$217.17	NA	NA
NRC- DS1 interoffice - Add'l	U1TF1	NA	$101.84	$94.87	NA	$123.03	NA	$163.75	NA	NA
NRC-DS1 Local Loop - 1st	USLXX	NA	$627.78	$627.44	NA	$502.73	NA	$714.84	NA	NA
NRC-DS1 Local Loop - Add'l	USLXX	NA	$377.43	$231.49	NA	$293.92	NA	$421.47	NA	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	$19.99
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$33.63	NA	$242.20	NA	$65.01	NA	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$27.49	NA	$153.37	NA	$50.83	NA	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$19.88	NA	$45.91	NA	NA	NA	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$11.85	NA	$8.06	NA	NA	NA	NA
DS3 Interoffice Channel and DS3 Local Loop:										
Recurring Charges										
DS3 Loop per Facility Termination per month	UE3PX	NA	$404.58	$390.34	NA	$669.01	NA	$387.01	NA	$607.28
DS3 Loop per mile	1L5ND	NA	$11.77	$8.90	NA	$30.34	NA	$32.53	NA	$23.76
Interoffice Channel - Dedicated - DS3 - FacilityTermination per month	U1TF3	NA	$1,121.93	$717.60	NA	$1,101	NA	$720.38	NA	$760.20
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	NA	$4.17	$6.46	NA	$14.04	NA	$12.98	NA	$5.89
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- DS3 Interoffice - 1st	U1TF3	NA	$154.30	$633.41	NA	$713.57	NA	$794.94	NA	$729.27
NRC- DS3 interoffice - Add'l	U1TF3	NA	$77.50	$449.91	NA	$404.36	NA	$579.55	NA	$411.98
NRC-DS3 Local Loop - 1st	UE3PX	NA	$1,020.45	$761.81	NA	$811.30	NA	$964.04	NA	$829.52
NRC-DS3 Local Loop - Add'l	UE3PX	NA	$513.74	$545.54	NA	$502.09	NA	$542.73	NA	$512.23
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	$19.99
NRC DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	$100.50	NA	$83.19	NA	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	$100.50	NA	$69.01	NA	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$18.03	NA	$41.88	NA	NA	NA	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$18.03	NA	$41.88	NA	NA	NA	NA
STS-1 Interoffice Channel and STS-1 Local Loop:										
Recurring Charges										
STS-1 Loop per Facility Termination per month	UDLS1	NA	$446.09	$421.59	NA	$497.08	NA	$387.01	NA	$400.21
STS-1 Loop per mile	1L5ND	NA	$11.77	$8.90	NA	$38.98	NA	$32.53	NA	$30.53
Interoffice Channel - Dedicated - STS-1 - FacilityTermination per month	U1TFS	NA	$1,105.98	$788.00	NA	$1,101	NA	$800.94	NA	$838.65
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA	$4.17	$2.72	NA	$14.04	NA	$6.29	NA	$6.88
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- STS-1 interoffice - 1st	U1TFS	NA	$154.30	$633.41	NA	$713.57	NA	$624.86	NA	$961.62
NRC- STS-1 interoffice - Add'l	U1TFS	NA	$77.50	$449.91	NA	$404.36	NA	$436.36	NA	$625.84
NRC-STS-1 Local Loop - 1st	UDLS1	NA	$1,020.45	$761.81	NA	$811.30	NA	$964.04	NA	$829.52
NRC-STS-1 Local Loop - Add'l	UDLS1	NA	$513.74	$545.54	NA	$502.09	NA	$542.73	NA	$512.23
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	$19.99
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$37.96	NA	$100.50	NA	$123.62	NA	NA
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$37.96	NA	$100.50	NA	$84.76	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop (channelization if applicable)).	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$18.23	NA	$41.88	NA	NA	NA	NA
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$18.23	NA	$41.88	NA	NA	NA	NA
DS3 Interoffice Channel and DS1 Local Loop:										
Recurring Charges										
DS1 Loop per month	USLXX	NA	NA	NA	NA	NA	NA	$62.78	NA	NA
DS1 Loop per month, Zone 1 (Note 1)	USLXX	NA	$64.69	$52.40	NA	$56.32	NA	TBD	NA	NA
DS1 Loop per month, Zone 2 (Note 1)	USLXX	NA	$94.71	$60.51	NA	$96.73	NA	TBD	NA	NA
DS1 Loop per month, Zone 3 (Note 1)	USLXX	NA	$208.93	$96.18	NA	$197.57	NA	TBD	NA	NA
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS3 - FacilityTermination per month	U1TF3	NA	$1,121.93	$717.60	NA	$1,101	NA	$720.38	NA	NA
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	NA	$4.17	$6.46	NA	$14.04	NA	$12.98	NA	NA
DS3 Channelized System per month	MQ3	NA	$220.97	$202.91	NA	$245.84	NA	$226.81	NA	NA
DS3 Interface per month (DS1 COCI)	UC1D1	NA	$14.40	$0.67	NA	$7.55	NA	$4.61	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- DS3 interoffice - 1st	U1TF3	NA	$627.78	$520.09	NA	$713.57	NA	$794.94	NA	NA
NRC- DS3 interoffice - Add'l	U1TF3	NA	$377.43	$282.38	NA	$404.36	NA	$579.55	NA	NA
NRC-DS1 Local Loop - 1st	USLXX	NA	$338.52	$142.64	NA	$502.73	NA	$714.84	NA	NA
NRC-DS1 Local Loop - Add'l	USLXX	NA	$124.84	$94.87	NA	$293.92	NA	$421.47	NA	NA
NRC-DS3 Channelization System -1st	MQ3	NA	$404.85	$316.28	NA	$320.72	NA	$351.95	NA	NA
NRC-DS3 Channelization System - Add'l	MQ3	NA	$168.26	$171.72	NA	$233.10	NA	$243.76	NA	NA
NRC-DS1(COCI)interface card -1st	UC1D1	NA	$12.16	$12.02	NA	$12.29	NA	$15.76	NA	NA
NRC-DS1(COCI)interface card -Add'l	UC1D1	NA	$8.77	$8.66	NA	$8.80	NA	$11.28	NA	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.40	$33.63	NA	NA	NA	NA	NA	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	$36.28	NA	$118.20	NA	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$27.49	NA	$26.20	NA	$104.02	NA	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$19.88	NA	$19.47	NA	NA	NA	NA
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$11.85	NA	$8.06	NA	NA	NA	NA
STS-1 Interoffice Channel and DS1 Local Loop:										
Recurring Charges										
DS1 Loop per month, Zone 1 (Note 1)	USLXX	NA	$64.69	$52.40	NA	$56.32	NA	TBD	NA	NA
DS1 Loop per month, Zone 2 (Note 1)	USLXX	NA	$94.71	$60.51	NA	$96.73	NA	TBD	NA	NA
DS1 Loop per month, Zone 3 (Note 1)	USLXX	NA	$208.93	$96.18	NA	$197.57	NA	TBD	NA	NA
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - STS-1 - FacilityTermination per month	U1TFS	NA	$1,105.98	$717.60	NA	$1,101	NA	$387.01	NA	NA
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA	$4.17	$6.46	NA	$14.04	NA	$32.53	NA	NA
DS3 Channelized System per month	MQ3	NA	$220.97	$202.91	NA	$245.84	NA	$226.81	NA	NA
DS3 Interface per month (DS1 COCI)	UC1D1	NA	$14.40	$0.67	NA	$7.55	NA	$4.61	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC-DS1 Local Loop - 1st	USLXX	NA	$627.78	$520.09	NA	$502.73	NA	$714.84	NA	NA
NRC-DS1 Local Loop - Add'l	USLXX	NA	$377.43	$282.38	NA	$293.92	NA	$421.47	NA	NA
NRC- STS-1 interoffice - 1st	U1TFS	NA	$154.30	$142.64	NA	$713.57	NA	$624.86	NA	NA
NRC- STS-1 interoffice - Add'l	U1TFS	NA	$77.50	$94.87	NA	$404.36	NA	$436.36	NA	NA
NRC-DS3 Channelization System -1st	MQ3	NA	$404.85	$316.28	NA	$320.72	NA	$351.95	NA	NA
NRC-DS3 Channelization System - Add'l	MQ3	NA	$168.26	$171.72	NA	$233.10	NA	$243.76	NA	NA
NRC-DS1(COCI)interface card -1st	UC1D1	NA	$12.16	$12.02	NA	$12.29	NA	$15.76	NA	NA
NRC-DS1(COCI)interface card -Add'l	UC1D1	NA	$8.77	$8.66	NA	$8.80	NA	$11.28	NA	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$33.63	NA	$68.39	NA	$81.94	NA	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$27.49	NA	$58.31	NA	$67.76	NA	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$19.88	NA	$50.49	NA	NA	NA	NA
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$11.85	NA	$29.00	NA	NA	NA	NA
2-wire VG Interoffice Channel and 2-wire VG Local Loop:										
Recurring Charges										
2-wire VG Loop per month, statewide	UEAL2	NA	$20.52	$16.51	NA	$19.35	NA	NA	NA	$18.00
2-wire VG Loop per month, Zone 1 (Note 1)	UEAL2	NA	TBD	$15.40	NA	$17.65	NA	NA	NA	$15.54
2-wire VG Loop per month, Zone 2 (Note 1)	UEAL2	NA	TBD	$17.78	NA	$30.32	NA	NA	NA	$19.55
2-wire VG Loop per month, Zone 3 (Note 1)	UEAL2	NA	TBD	$28.26	NA	$61.93	NA	NA	NA	$28.02
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 2-wire VG - FacilityTermination per month	U1TV2	NA	$26.52	$17.07	NA	$19.10	NA	NA	NA	$18.33

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Interoffice Channel - Dedicated - 2-wire VG - per mile per month	1L5XX	NA	$0.01	$0.0222	NA	$0.0384	NA	NA	NA	$0.0173
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- 2-wire VG interoffice - 1st	U1TV2	NA	$112.10	$79.61	NA	$104.23	NA	NA	NA	$83.35
NRC- 2-wire VG interoffice - Add'l	U1TV2	NA	$67.61	$36.08	NA	$39.91	NA	NA	NA	$20.88
NRC-2-wire VG Local Loop - 1st	UEAL2	NA	$38.02	$104.17	NA	$128.42	NA	NA	NA	$192.97
NRC-2-wire VG Local Loop - Add'l	UEAL2	NA	$35.15	$78.10	NA	$93.60	NA	NA	NA	$140.72
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	NA	NA	$3.50
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	$19.99
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$37.88	NA	$36.28	NA	NA	NA	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	$27.36	NA	$26.20	NA	NA	NA	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Disconnect	SOMAN	NA	NA	NA	NA	$19.47	NA	NA	NA	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Disconnect	SOMAN	NA	NA	NA	NA	$8.06	NA	NA	NA	NA
4-wire VG Interoffice Channel and 4-wire VG Local Loop:										
Recurring Charges										
4 wire VG Loop per month, Zone 1 (Note 1)	UEAL4	NA	$24.26	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 2 (Note 1)	UEAL4	NA	$35.51	NA	NA	NA	NA	NA	NA	NA
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)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 4-wire VG - FacilityTermination per month	U1TV4	NA	$23.64	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 4-wire VG - per mile per month	1L5XX	NA	$0.0098	NA	NA	NA	NA	NA	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- 4-wire VG interoffice - 1st	U1TV4	NA	$160.33	NA	NA	NA	NA	NA	NA	NA
NRC- 4-wire VG interoffice - Add'l	U1TV4	NA	$73.44	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG Local Loop - 1st	UEAL4	NA	$329.76	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG Local Loop - Add'l	UEAL4	NA	$148.55	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	$3.17	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-wire 56 kbps Interoffice Channel and 4-wire 56kbps Local Loop:										
Recurring Charges										
4-wire 56kbps Loop per month, Zone 1 (Note 1)	UDL56	NA	$39.08	$26.44	NA	$24.36	NA	TBD	NA	$15.92
4-wire 56kbps Loop per month, Zone 2 (Note 1)	UDL56	NA	$57.21	$26.42	NA	$41.85	NA	TBD	NA	$20.79
4-wire 56kbps Loop per month, Zone 3 (Note 1)	UDL56	NA	$126.22	$46.53	NA	$86.47	NA	TBD	NA	$27.18
4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 4-wire 56kbps - FacilityTermination per month	U1TD5	NA	$23.64	$16.45	NA	$18.37	NA	$17.40	NA	$17.74
Interoffice Channel - Dedicated - 4-wire 56kbps - per mile per month	1L5XX	NA	$0.0098	$0.0222	NA	$0.0384	NA	$0.0282	NA	$0.1730
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- 4-wire 56kbps interoffice - 1st	U1TD5	NA	$160.33	$79.61	NA	$104.23	NA	$137.48	NA	$83.35
NRC- 4-wire 56kbps interoffice - Add'l	U1TD5	NA	$73.44	$36.08	NA	$39.91	NA	$52.58	NA	$20.88
NRC-4-wire 56kbps Local Loop - 1st	UDL56	NA	$329.76	$348.55	NA	$421.27	NA	$489.04	NA	$643.00
NRC-4-wire 56kbps Local Loop - Add'l	UDL56	NA	$148.55	$241.20	NA	$274.74	NA	$337.51	NA	$421.28
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic Svc Order, pe	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order, per L	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	$19.99
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$37.88	NA	$36.28	NA	$65.01	NA	NA
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Add	SOMAN	NA	NA	$27.36	NA	$26.20	NA	$50.83	NA	NA
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disc	SOMAN	NA	NA	NA	NA	$11.41	NA	NA	NA	NA
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disc	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 64kbps Loop per month, Zone 1 (Note 1)	UDL64	NA	$39.08	$26.44	NA	$27.50	NA	TBD	NA	$36.45
4-wire 64kbps Loop per month, Zone 2 (Note 1)	UDL64	NA	$57.21	$30.53	NA	$47.24	NA	TBD	NA	$45.87
4-wire 64kbps Loop per month, Zone 3 (Note 1)	UDL64	NA	$126.22	$46.53	NA	$96.48	NA	TBD	NA	$65.75
4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 4-wire 64kbps - FacilityTermination per month	U1TD6	NA	$19.31	$16.45	NA	$18.37	NA	$17.40	NA	$17.74
Interoffice Channel - Dedicated - 4-wire 64kbps - per mile per month	1L5XX	NA	$0.0098	$0.0222	NA	$0.0384	NA	$0.0282	NA	$0.1730
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- 4-wire 64kbps interoffice - 1st	U1TD6	NA	$160.33	$79.61	NA	$713.57	NA	$137.48	NA	$729.27
NRC- 4-wire 64kbps interoffice - Add'l	U1TD6	NA	$73.44	$36.08	NA	$404.36	NA	$52.58	NA	$411.98

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-4-wire 64kbps Local Loop - 1st	UDL64	NA	$329.76	$348.55	NA	$811.30	NA	$489.04	NA	$829.52
NRC-4-wire 64kbps Local Loop - Add'l	UDL64	NA	$148.55	$241.20	NA	$502.09	NA	$337.51	NA	$512.23
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic Svc Order, pe	SOMEC	NA	$3.17	$3.50	NA	$3.50	NA	$3.50	NA	$3.50
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order, per (	SOMAN	NA	$25.40	NA	NA	NA	NA	NA	NA	$19.99
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	$100.50	NA	$85.01	NA	NA
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Add	SOMAN	NA	NA	$37.55	NA	$100.50	NA	$50.83	NA	NA
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disc	SOMAN	NA	NA	$18.03	NA	$41.88	NA	NA	NA	NA
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disc	SOMAN	NA	NA	$18.03	NA	$41.88	NA	NA	NA	NA
Network Elements used in Existing Combinations at UNE Rates (Note4)										
Local Loop:										
2-Wire Analog Voice Grade Loop - Service Level 2										
2-Wire Analog Voice Grade Loop - per mile per month	UNCVX	1L5ND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
2-Wire Analog Voice Grade Loop -per month	UEAL2	NA	NA	NA	NA	NA	NA	$19.50	NA	See Ex C-1
Zone 1	UEAL2	$17.95	$20.52	$15.40	$17.27	$17.65	$18.35	TBD	$16.58	See Ex C-1
Zone 2	UEAL2	$29.16	TBD	$17.78	$32.32	$30.32	$24.33	TBD	$27.59	See Ex C-1
Zone 3	UEAL2	$52.84	TBD	$28.26	$55.78	$61.93	$34.77	TBD	$31.87	See Ex C-1
Zone 4	UEAL2	NA	NA	NA	NA	NA	$45.88	NA	NA	See Ex C-1
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 1st	UEAL2	NA	NA	$104.17	NA	NA	NA	NA	NA	See Ex C-1
NRC - Add'l	UEAL2	NA	NA	$78.10	NA	NA	NA	NA	NA	See Ex C-1
NRC - Disconnect Charge - 1st	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	See Ex C-1
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
2-Wire Analog Voice Grade Loop - Service Level 2 - (reverse battery)										
2-Wire Analog Voice Grade Loop - Loop[Start - per mile per month	1L5ND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
2-Wire Analog Voice Grade Loop - Rev Bat - per month	UEAR2	NA	$20.52	NA	NA	NA	NA	$19.50	NA	See Ex C-1
Zone 1	UEAR2	$17.95	$23.23	$16.84	$17.27	$17.65	$18.35	TBD	$21.57	See Ex C-1
Zone 2	UEAR2	$29.16	$22.43	$19.45	$32.32	$30.32	$24.33	TBD	$32.53	See Ex C-1
Zone 3	UEAR2	$52.84	$27.87	$30.92	$55.78	$61.93	$34.77	TBD	$43.08	See Ex C-1
Zone 4	UEAR2	NA	NA	NA	NA	NA	$45.88	NA	NA	See Ex C-1
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 1st	UEAR2	NA	NA	$104.17	NA	NA	NA	NA	NA	See Ex C-1
NRC - Add'l	UEAR2	NA	NA	$78.10	NA	NA	NA	NA	NA	See Ex C-1
NRC - Disconnect Charge - 1st	UEAR2	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UEAR2	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	See Ex C-1
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
4-Wire Analog Voice Grade Loop										
4-Wire Analog Voice Grade Loop per mile per month	1L5ND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
Zone 1	UEAL4	$24.01	$24.26	$22.88	$20.92	$24.36	$22.38	$23.51	$49.47	See Ex C-1
Zone 2	UEAL4	$39.00	$35.51	$26.42	$39.14	$41.85	$29.67	$38.53	$44.44	See Ex C-1
Zone 3	UEAL4	$70.67	$78.35	$41.99	$67.56	$85.47	$42.40	$44.38	$58.85	See Ex C-1
Zone 4	UEAL4	NA	NA	NA	NA	NA	$55.96	NA	NA	See Ex C-1
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 1st	UEAL4	NA	NA	$206.95	NA	NA	NA	NA	NA	See Ex C-1
NRC - Add'l	UEAL4	NA	NA	$170.57	NA	NA	NA	NA	NA	See Ex C-1

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop (channelization if applicable)).	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect Charge - 1st	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	See Ex C-1
NRC 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
2-Wire ISDN Digital Grade Loop										
2-Wire ISDN Loop per mile per month	1L5ND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
2-Wire ISDN Digital Grade Loop per month	U1L2X	NA	NA	NA	NA	NA	NA	$24.98	NA	See Ex C-1
Zone 1	U1L2X	$23.23	$32.34	$21.89	$23.66	$21.15	$21.86	TBD	$21.40	See Ex C-1
Zone 2	U1L2X	$37.74	$47.35	$25.27	$44.28	$36.32	$28.97	TBD	$34.91	See Ex C-1
Zone 3	U1L2X	$68.38	$104.47	$40.17	$76.42	$74.19	$41.40	TBD	$40.17	See Ex C-1
Zone 4	U1L2X	NA	NA	NA	NA	NA	$54.64	NA	NA	See Ex C-1
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 1st	U1L2X	NA	NA	$233.38	NA	NA	NA	NA	NA	See Ex C-1
NRC - Add'l	U1L2X	NA	NA	$180.35	NA	NA	NA	NA	NA	See Ex C-1
NRC - Disconnect Dharge - 1st	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	See Ex C-1
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
4-Wire 56 kbps Digital Grade Loop										
4-Wire 56 kbps Digital Grade Loop per mile per month	1L5ND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
4-Wire 56 kbps Digital Grade Loop per month	UDL56	NA	NA	NA	NA	NA	NA	$32.67	NA	See Ex C-1
Zone 1	UDL56	$27.33	$33.90	$26.44	NA	$27.50	$25.61	TBD	$27.94	See Ex C-1
Zone 2	UDL56	$44.40	$44.72	$30.53	NA	$47.25	$33.94	TBD	$45.81	See Ex C-1
Zone 3	UDL56	$80.45	$50.85	$46.53	NA	$96.48	$48.51	TBD	$52.76	See Ex C-1
Zone 4	UDL56	NA	NA	NA	NA	NA	$64.02	NA	NA	See Ex C-1
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 1st	UDL56	NA	NA	$348.55	NA	NA	NA	NA	NA	See Ex C-1
NRC - Add'l	UDL56	NA	NA	$241.20	NA	NA	NA	NA	NA	See Ex C-1
NRC - Disconnect Dharge - 1st	UDL56	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UDL56	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	See Ex C-1
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
4-Wire 64 kbps Digital Grade Loop										
4-Wire 64 kbps Digital Grade Loop per mile per month	1L5ND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
4-Wire 64 kbps Digital Grade Loop per month	UDL64	NA	NA	NA	NA	NA	NA	$32.67	NA	See Ex C-1
Zone 1	UDL64	$27.33	$33.90	$26.44	NA	$27.50	$25.61	TBD	$27.94	See Ex C-1
Zone 2	UDL64	$44.40	$44.72	$30.53	NA	$47.25	$33.94	TBD	$45.81	See Ex C-1
Zone 3	UDL64	$80.45	$50.85	$46.53	NA	$96.48	$48.51	TBD	$52.76	See Ex C-1
Zone 4	UDL64	NA	NA	NA	NA	NA	$64.02	NA	NA	See Ex C-1
NRC - Ordinarily Combined in GA (Note 5)										

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop (channelization if applicable)).	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 1st	UDL64	NA	NA	$348.55	NA	NA	NA	NA	NA	See Ex C-1
NRC - Add'l	UDL64	NA	NA	$241.20	NA	NA	NA	NA	NA	See Ex C-1
NRC Disconnect Dharge - 1st	UDL64	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	UDL64	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	See Ex C-1
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
4-Wire DS1 Digital Loop										
4-Wire DS1 Digital Loop per mile per month	1L5ND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
4-Wire DS1 Digital Loop per month	USLXX	NA	NA	NA	NA	NA	NA	$62.78	NA	See Ex C-1
Zone 1	USLXX	$51.74	$64.69	$52.40	$50.28	$56.32	$50.99	TBD	$53.00	See Ex C-1
Zone 2	USLXX	$84.05	$94.71	$60.51	$94.06	$96.73	$67.58	TBD	$89.93	See Ex C-1
Zone 3	USLXX	$152.29	$208.93	$96.18	$162.34	$197.57	$96.58	TBD	$104.30	See Ex C-1
Zone 4	USLXX	NA	NA	NA	NA	NA	$127.47	NA	NA	See Ex C-1
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 1st	USLXX	NA	NA	$429.98	NA	NA	NA	NA	NA	See Ex C-1
NRC - Add'l	USLXX	NA	NA	$268.18	NA	NA	NA	NA	NA	See Ex C-1
NRC - Disconnect Charge - 1st	USLXX	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Disconnect Charge - Add'l	USLXX	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	$8.42	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	See Ex C-1
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	See Ex C-1
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
DS3 Local Loop										
per mile per month	1L5ND	$10.85	$11.77	$8.90	$43.69	$38.98	$54.39	$32.53	$15.53	$30.53
facilility termination per month	UE3PX	$419.65	$404.58	$390.34	$436.95	$497.08	$427.81	$387.01	$421.60	$400.21
NRC - Ordinarily Combined in GA (Note 5)										
NRC - Facility Termination - 1st	UE3PX	NA	NA	$639.50	NA	NA	NA	NA	NA	NA
NRC - Facility Termination - Add'l	UE3PX	NA	NA	$426.40	NA	NA	NA	NA	NA	NA
NRC - Facility Termination - Disconnect - 1st	UE3PX	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - Facility Termination - Disconnect - Add'l	UE3PX	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	NA	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	$3.50	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
STS-1 Local Loop										
per mile per month	1L5ND	$10.85	$11.77	$8.90	$43.69	$38.98	$54.39	$32.53	$15.53	$30.53
facilility termination per month	UDLS1	$419.65	$446.09	$421.59	$436.95	$497.08	$427.81	$387.01	$431.32	$400.21
NRC - Ordinarily Combined in GA (Note 5)										
NRC - STS-1 - Facility Termination - 1st	UDLS1	NA	NA	$639.50	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Facility Termination - Add'l	UDLS1	NA	NA	$426.40	NA	NA	NA	NA	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	NA	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	$3.50	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$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 - Add'l	UNCCC	$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 - 1st	UNCCC	$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 - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OC-3 Local Loop										
per mile per month	1L5ND	$7.09	$8.93	$6.75	$33.15	$29.58	$41.27	$24.69	$11.78	$23.16
facility termiantion per month		$1,123	$648.60	$630.21	$436.95	$753.65	$689.66	$611.36	$701.71	$620.20
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC3 - Facility Termination - 1st		NA	NA	$947.69	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Add'l		NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st		NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - 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 - 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 Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$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 - Add'l	UNCCC	$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	UNCCC	$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 - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OC-12 Local Loop										
per mile per month	1L5ND	$10.13	$11.18	$8.31	$40.80	$36.40	$50.79	$30.38	$14.50	$28.51
facility termination per month		$5,630	$2,068	$2,109	$2,457	$2,571	$2,371	$2,122	$2,663	$2,079
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC12 - Facility Termination - 1st		NA	NA	$1,162	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Add'l		NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - 1st		NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - 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 -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 Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
OC-48 Local Loop										
per mile per month	1L5ND	$33.22	$36.67	$27.25	$166.59	$119.40	$166.59	$120.02	$47.57	$93.50
facility termination per month		$1,947	$1,699	$1,598	$2,129	$2,268	$1,753	$1,677	$1,733	$1,832
OC-12 Interface on OC-48 Loop per month		$699.62	$592.09	$594.80	$725.77	$723.29	$667.00	$582.66	$773.40	$570.54
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC48 - Facility Termination - 1st		NA	NA	$1,162	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Add'l		NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - 1st		NA	NA	$539.36	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Add'l		NA	NA	$317.38	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - 1st		NA	NA	$122.31	NA	NA	NA	NA	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - OC48 - Facility Termination - Disconnect - Add'l		NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st		NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 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 - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$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 - Add'l	UNCCC	$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	UNCCC	$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 - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channels:										
Local Channel - Dedicated - 2-Wire VG										
Monthly Recurring per month	ULDV2	$14.61	$29.39	$13.91	$22.26	$14.94	$17.83	$14.83	$16.83	See Ex C-1
Monthly Recurring per mile per month	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 2-wire VG Local Channel - 1st	ULDV2	NA	NA	$245.43	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-wire VG Local Channel -Add'l	ULDV2	NA	NA	$33.90	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$33.63	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$27.49	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$22.24	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$8.08	NA	NA	NA	NA	NA	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	See Ex C-1
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
Local Channel - Dedicated - 2-Wire VG - Rev Bat.										
Monthly Recurring per month	ULDR2	$14.61	$26.31	$13.91	$22.26	$14.94	$17.83	$14.82	$16.83	See Ex C-1
Monthly Recurring per mile per month	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 2-wire VG Local Channel - 1st	ULDR2	NA	NA	$245.43	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-wire VG Local Channel -Add'l	ULDR2	NA	NA	$33.90	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$33.63	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$27.49	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$22.24	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$8.08	NA	NA	NA	NA	NA	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	See Ex C-1
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
Local Channel - Dedicated - 4-Wire VG										
Monthly Recurring per month	ULDV4	$15.77	$30.50	$14.99	$23.38	$16.21	$19.03	$15.87	$18.05	See Ex C-1
Monthly Recurring per mile per month	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC - Ordinarily Combined in GA (Note 5)										
NRC-4-wire VG Local Channel - 1st	ULDV4	NA	NA	$245.43	NA	NA	NA	NA	NA	See Ex C-1
NRC-4-wire VG Local Channel - Add'l	ULDV4	NA	NA	$33.90	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$33.63	NA	NA	NA	NA	NA	See Ex C-1
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$27.49	NA	NA	NA	NA	NA	See Ex C-1
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$22.24	NA	NA	NA	NA	NA	See Ex C-1
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$8.08	NA	NA	NA	NA	NA	See Ex C-1

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	See Ex C-1
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
Local Channel - Dedicated - DS1										
DS1 Monthly Recurring per month	ULDF1	$35.52	$43.53	$38.36	$43.80	$43.80	$38.91	$35.68	$37.20	See Ex C-1
Monthly Recurring per mile per month	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC - Ordinarily Combined in GA (Note 5)										
NRC - DS1 Local Channel - 1st	ULDF1	NA	NA	$166.88	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS1 Local Channel - Add'l	ULDF1	NA	NA	$84.14	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$65.60	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$33.53	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$35.76	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	NA	$14.05	NA	NA	NA	NA	NA	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	See Ex C-1
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	See Ex C-1
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
Local Channel - Dedicated - DS3										
DS3 Local Channel - per mile per month	1L5NC	$8.44	$9.32	$6.92	$34.00	$30.34	NA	NA	$12.08	$23.76
DS3 Local Channel - Facility Termination per month	ULDF3	$535.92	$556.27	$515.91	$635.09	$669.01	$533.33	$496.87	$493.31	$607.28
NRC - Ordinarily Combined in GA (Note 5)										
NRC - DS3 Local Channel Facility Termination - 1st	ULDF3	NA	NA	$639.50	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Facility Termination - Add'l	ULDF3	NA	NA	$426.40	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	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 - 1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$71.04	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$39.60	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - Dedicated - STS-1										
STS-1 Local Channel - per mile per month	1L5NC	$8.44	$9.32	$6.92	$34.00	$8.77	$38.98	NA	$12.08	$25.11
STS-1 Local Channel - Facility Termination per month	ULDFS	$525.40	$569.67	$517.56	$635.09	$558.00	$531.39	$512.00	$481.14	$615.65
NRC - Ordinarily Combined in GA (Note 5)										
NRC - STS-1 Local Channel Facility Termination - 1st	ULDFS	NA	NA	$761.81	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Facility Termination - Add'l	ULDFS	NA	NA	$545.54	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	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 - 1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$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 - Add'l	UNCCC	$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 - 1st	UNCCC	$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 - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - OC3										
Local Channel - OC3 - per Mile	1L5NC	$8.23	$7.83	$6.75	$33.15	$29.58	$41.27	$24.69	$11.78	$23.16
Local Channel - OC3 - per Facility Termination	TBA	$691.33	$940.35	$630.21	$713.29	$753.65	$689.68	$611.36	$701.71	$620.20
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC3 - Facility Termination - 1st	TBA	NA	NA	$947.69	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Add'l	TBA	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Electronic Svc Order, per LSR	SOMEC	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 - Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$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 - Add'l	UNCCC	$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	UNCCC	$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 - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - OC12										
Local Channel - OC12 - per Mile	1L5NC	$10.13	$11.18	$8.31	$40.80	$36.40	$50.79	$30.38	$14.50	$28.51
Local Channel - OC12 - per Facility Termination	TBA	$2,557	$2,753	$2,109	$2,457	$2,571	$2,371	$2,122	$2,663	$2,079
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	$1,162	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Add'l	TBA	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	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 -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 Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC OC 12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC OC 12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local Channel - OC48										
Local Channel - OC48 - per Mile	1L5NC	$33.22	$36.67	$27.25	$133.84	$119.40	$166.59	$120.02	$47.57	$93.50
Local Channel - OC48 - per Facility Termination	TBA	$1,713	$1,944	$1,598	$2,129	$2,268	$1,753	$1,677	$1,733	$1,832
Local Channel - OC12 Interface on OC48 Facility	TBA	$736.71	$586.28	$594.80	$725.77	$723.29	$667.00	$582.66	$773.40	$570.54
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC48 - Facility Termination - 1st	TBA	NA	NA	$1,162	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Add'l	TBA	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	NA	$539.36	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	NA	$317.38	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	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 - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$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 - Add'l	UNCCC	$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	UNCCC	$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 - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channels:										
Interoffice Channel - Dedicated - 2-wire VG										
Interoffice Channel - Dedicated 2-wire VG - per mile per month	1L5XX	$0.0339	$0.0100	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	See Ex C-1
Interoffice Channel - Dedicated 2-wire VG - Facility Termination per month	U1TV2	$18.49	$26.72	$17.07	$27.66	$19.10	$21.33	$18.01	$21.42	See Ex C-1
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 2-wire VG Interoffice Channel - Facility Termination - 1st	U1TV2	NA	NA	$79.61	NA	NA	NA	NA	NA	See Ex C-1

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV2	NA	NA	$36.08	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2 wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	See Ex C-1
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	See Ex C-1
NRC- 2/4 WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
Interoffice Channel - Dedicated - 4-wire VG										
Interoffice Channel - Dedicated 4-wire VG - per mile per month	1L5XX	NA	$0.0100	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated 4-wire VG - Facility Termination per month	U1TV4	NA	$23.82	NA	NA	NA	NA	NA	NA	NA
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 4-wire VG Interoffice Channel - Facility Termination - 1st	U1TV4	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV4	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - Dedicated - DS0 - 56kbps										
Interoffice Channel - Dedicated - DS0 - 56kbps - per mile per month	1L5XX	$0.0339	$0.0100	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	See Ex C-1
Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per month	U1TD5	$17.81	$19.46	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	See Ex C-1
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 4-wire 56kbps Interoffice Channel - Facility Termination - 1st	U1TD5	NA	NA	$79.61	NA	NA	NA	NA	NA	See Ex C-1
NRC - 4-wire 56 kbps Interoffice Channel - Facility Termination - Add'l	U1TD5	NA	NA	$36.08	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	See Ex C-1
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	See Ex C-1
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	See Ex C-1
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
Interoffice Channel - Dedicated - DS0 - 64kbps										
Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month	1L5XX	$0.0339	$0.0100	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	See Ex C-1
Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per month	U1TD6	$17.81	$19.46	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	See Ex C-1
NRC - Ordinarily Combined in GA (Note 5)										
NRC - 4-wire 64kbps Interoffice Channel - Facility Termination - 1st	U1TD6	NA	NA	$79.61	NA	NA	NA	NA	NA	See Ex C-1
NRC - 4-wire 64 kbps Interoffice Channel - Facility Termination - Add'l	U1TD6	NA	NA	$36.08	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	See Ex C-1
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$18.94	NA	NA	NA	NA	NA	See Ex C-1
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	See Ex C-1
NRC-2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC- 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
Interoffice Channel - Dedicated - DS1										
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	$0.6920	$0.6013	$0.4523	$0.4500	$0.7831	$0.6598	$0.5753	$0.7598	See Ex C-1

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New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	$79.69	$99.79	$78.47	$55.05	$93.40	$74.40	$71.29	$94.98	See Ex C-1
NRC - Ordinarily Combined in GA (Note 5)										
NRC - DS1 Interoffice Channel - Facility Termination - 1st	U1TF1	NA	NA	$169.57	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS1 Interoffice Channel - Facility Termination - Add'l	U1TF1	NA	NA	$112.77	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$23.98	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$17.77	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$15.13	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnec - Add'l	SOMAN	NA	NA	$7.02	NA	NA	NA	NA	NA	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	See Ex C-1
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	See Ex C-1
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
Interoffice Channel - Dedicated - DS3 - per mile per month										
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	$4.98	$4.25	$6.46	$12.06	$16.15	$13.48	$12.98	$19.14	$6.88
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	$898.15	$1,130	$717.60	$1,112.02	$1,131.09	$686.84	$720.38	$904.49	$840.61
NRC - Ordinarily Combined in GA (Note 5)										
NRC - DS3 Interoffice Channel - Facility Termination - 1st	U1TF3	NA	NA	$578.97	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Facility Termination - Add'l	U1TF3	NA	NA	$312.17	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$51.27	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$38.87	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$30.42	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$18.76	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - Dedicated - STS-1										
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	$4.98	$9.32	$2.72	$12.62	$14.04	$15.02	$12.98	$8.13	$5.89
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	$898.15	$569.67	$788.00	$1,204	$1,101	$744.38	$720.38	$967.70	$760.20
NRC - Ordinarily Combined in GA (Note 5)										
NRC - STS-1 Interoffice Channel - Facility Termination - 1st	U1TFS	NA	NA	$587.08	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Facility Termination - Add'l	U1TFS	NA	NA	$238.28	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
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 - Add'l	SOMAN	NA	NA	$61.19	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$3.17	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$3.17	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$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 - Add'l	UNCCC	$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 - 1st	UNCCC	$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 - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - OC3										
Interoffice Channel - OC3 - per Mile	1L5XX	$7.35	$8.38	$4.37	$27.97	$23.89	$18.35	$14.10	$9.75	$13.45
Interoffice Channel - OC3 - per Facility Termination	TBA	$2,475	$3,043	$2,187	$3,390	$2,990	$1,892	$2,071	$2,802	$2,124
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC3 - Facility Termination - 1st	TBA	NA	NA	$947.69	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Add'l	TBA	NA	NA	$413.00	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	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 - 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 Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$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	UNCCC	$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 - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - OC12										
Interoffice Channel - OC12 - per Mile	1L5XX	$19.26	$26.91	$15.05	$84.88	$74.44	$60.42	$30.38	$32.52	$49.80
Interoffice Channel - OC12 - per Facility Termination	TBA	$9,763	$11,685	$8,202	$12,344	$11,517	$7,182	$7,676	$11,132	$8,015
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	$1,034	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Add'l	TBA	NA	NA	$317.38	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	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 -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 Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interoffice Channel - OC48										
Interoffice Channel - OC48 - per Mile	1L5XX	$30.65	$34.66	$25.70	$138.02	$128.59	$102.43	$120.02	$45.92	$106.55
Interoffice Channel - OC48 - per Facility Termination	TBA	$11,691	$12,554	$11,134	$16,017	$14,950	$11,480	$10,952	$967.58	$11,632
Interoffice Channel - OC12 Interface on OC48 Facility	TBA	$1,424	$1,208	$1,137.00	$1,497	$1,451	$1,351.00	$582.66	$1,561	$1,170
NRC - Ordinarily Combined in GA (Note 5)										
NRC - OC48 - Facility Termination - 1st	TBA	NA	NA	$1,034	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Add'l	TBA	NA	NA	$317.38	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	NA	$539.36	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	NA	$317.38	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	$119.14	NA	NA	NA	NA	NA	NA
NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	NA	$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$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 - Add'l	UNCCC	$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	UNCCC	$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 - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Channelization:										
DS3 Channelization										
DS3 Channelized System per month	MQ3	$225.36	$222.61	$182.04	$236.32	$245.84	$229.30	$226.81	$200.01	See Ex C-1
DS3 Interface per month (DS1 COCI)	UC1D1	$17.22	$14.51	$11.02	$8.52	$7.55	$5.58	$4.61	$11.99	See Ex C-1
NRC - Ordinarily Combined in GA (Note 5)										
NRC - DS3 Channelization - 1st	MQ3	NA	NA	$316.28	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS3 Channelization - Add'l	MQ3	NA	NA	$171.72	NA	NA	NA	NA	NA	See Ex C-1
NRC - Channel Activation - 1st	UC1D1	NA	NA	$12.02	NA	NA	NA	NA	NA	See Ex C-1
NRC - Channel Activation - Add'l	UC1D1	NA	NA	$8.66	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$50.72	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$38.45	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$30.09	NA	NA	NA	NA	NA	See Ex C-1

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$18.56	NA	NA	NA	NA	NA	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	See Ex C-1
NRC-DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	See Ex C-1
NRC- DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC- DS3/STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
DS1 Channelization										
DS1 Channelized System per month	MQ1	$136.82	$154.74	$126.22	$200.01	$209.87	$146.87	$177.72	$147.51	See Ex C-1
OCU-DP(data) Interface card per month (2.4-64kbs)	1D1DD	$1.66	$2.22	$1.86	$2.94	$3.12	$2.86	$2.88	$2.34	See Ex C-1
VG Interface card per month	1D1VG	$0.8586	$1.46	$1.17	$1.40	$1.62	$1.45	$1.64	$1.47	See Ex C-1
2-wire ISDN(BRITE card) per month	UC1CA	$3.41	$3.86	$3.71	$4.04	$4.18	$3.88	$3.76	$4.21	See Ex C-1
NRC - Ordinarily Combined in GA (Note 5)										
NRC - DS1 Channelization - 1st	MQ1	NA	NA	$206.09	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS1 Channelization - Add'l	MQ1	NA	NA	$137.06	NA	NA	NA	NA	NA	See Ex C-1
NRC - Channel Activation VG - 1st	1D1VG	NA	NA	$12.02	NA	NA	NA	NA	NA	See Ex C-1
NRC - Channel Activation VG - Add'l	1D1VG	NA	NA	$8.66	NA	NA	NA	NA	NA	See Ex C-1
NRC - Channel Activation OCU-DP- 1st	1D1DD	NA	NA	$12.02	NA	NA	NA	NA	NA	See Ex C-1
NRC - Channel Activation OCU-DP- Add'l	1D1DD	NA	NA	$8.66	NA	NA	NA	NA	NA	See Ex C-1
NRC - Channel Activation BRITE - 1st	UCICA	NA	NA	$12.02	NA	NA	NA	NA	NA	See Ex C-1
NRC - Channel Activation BRITE - Add'l	UCICA	NA	NA	$8.66	NA	NA	NA	NA	NA	See Ex C-1
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	$3.50	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	$14.75	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	$6.55	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	$10.70	NA	NA	NA	NA	NA	See Ex C-1
NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	$0.00	NA	NA	NA	NA	NA	See Ex C-1
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	See Ex C-1
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	See Ex C-1
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	See Ex C-1
Access to DCS - Customer Reconfiguration (FlexServ)										
DS1 DSC Termination with DS0 Switching		TBD	$28.72	$22.86	TBD	TBD	TBD	TBD	TBD	TBD
DS1 DSC Termination with DS1 Switching		TBD	$12.23	$8.64	TBD	TBD	TBD	TBD	TBD	TBD
DS3 DSC Termination with DS1 Switching		TBD	$154.31	$151.85	TBD	TBD	TBD	TBD	TBD	TBD
NRC - Ordinarily Combined in GA:										
NRC - Customer Configuration Establishment		TBD	$2.97	$2.91	TBD	TBD	TBD	TBD	TBD	TBD
NRC - Customer Configuration Establishment - Disconnect		TBD	$3.44	$3.36	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with DS0 Switching - 1st		TBD	$51.50	$32.07	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with DS0 Switching - Add'l		TBD	$39.64	$31.49	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with DS0 Switching - Disconnect - 1st		TBD	$31.06	$20.16	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with DS0 Switching - Disconnect - Add'l		TBD	$24.98	$20.16	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with NRC- DS1 Switching - 1st		TBD	$37.23	$18.07	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with NRC- DS1 Switching - Add'l		TBD	$25.36	$17.49	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - 1st		TBD	$22.81	$12.10	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - Add'l		TBD	$16.73	$12.10	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS3 DSC Termination with DS1 Switching - 1st		TBD	$51.50	$32.07	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS3 DSC Termination with DS1 Switching - Add'l		TBD	$39.64	$31.49	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS3 DSC Termination with DS1 Switching - Disconnect - 1st		TBD	$31.06	$20.16	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS3 DSC Termination with DS1 Switching - Disconnect - Add'l		TBD	$24.98	$20.16	TBD	TBD	TBD	TBD	TBD	TBD
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
NRC-DCS COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.0	$54.00	$54.26	$54.13
NRC-DCS COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.	$32.10	$32.25	$32.17
NRC- DCS COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.0	$0.00	$0.00	$0.00
NRC- DCS COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Node (Synchronet)										
Node per month	UNCNT	$15.77	$16.35	$13.98	$18.11	$15.43	$16.15	$16.00	$14.55	$17.11
NRC - Ordinarily Combined in GA:										
NRC - Node - 1st	UNCNT	NA	NA	$47.19	NA	NA	NA	NA	NA	NA
NRC - Node - Add'l	UNCNT	NA	NA	$4.47	NA	NA	NA	NA	NA	NA
NRC - Node - Disconnect - 1st	UNCNT	NA	NA	$13.81	NA	NA	NA	NA	NA	NA
NR C - Node - Disconnect - Add'l	UNCNT	NA	NA	$3.95	NA	NA	NA	NA	NA	NA

	New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - Node - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$21.73	NA	NA	NA	NA	NA	NA
	NRC - Node - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Node - Incremental Charge - Manual Service Order - Disconnect -1st	SOMAN	NA	NA	$3.87	NA	NA	NA	NA	NA	NA
	NRC - Node - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)										
	NRC-Node - "Switch As Is" Conversion Charge - 1st	UNCCC	$54.03	$32.75	$58.43	$54.09	$54.23	$54.09	$54.00	$54.26	$54.13
	NRC-Node - "Switch As Is" Conversion Charge - Add'l	UNCCC	$32.11	$32.75	$26.99	$32.16	$32.24	$32.16	$32.10	$32.25	$32.17
	NRC- Node - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	NRC- Node - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	$0.00	$16.77	$12.61	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Optional Features & Functions:										
	NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel - 1st	CCOEF	$184.85	$184.92	$184.62	$184.91	$184.65	$184.60	$184.76	$185.26	$185.16
	NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel - Add'l	CCOEF	$23.81	$23.82	$23.78	$23.82	$23.70	$23.78	$23.60	$23.86	$23.85
	NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel - Disconnect - 1st	CCOEF	$1.99	$2.07	$2.03	$1.99	$1.97	$1.96	$1.99	$1.99	$2.03
	NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel - Disconnect - Add'l	CCOEF	$0.77	$0.80	$0.79	$0.78	$0.77	$0.76	$0.78	$0.78	$0.79
	NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - Manual Service Order - 1st	SOMAN	$29.23	$21.73	$29.33	$29.24	$29.20	$29.33	$29.33	$29.33	$29.33
	NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - Manual Service Order - Add'l	SOMAN	$3.93	$3.87	$3.93	$3.94	$3.92	$3.93	$3.93	$3.93	$3.93
	NRC - Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel - 1st	CCOSF	$184.85	$184.92	$184.62	$184.91	$184.65	$184.60	$184.76	$185.26	$185.16
	NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel - Add'l	CCOSF	$23.81	$23.82	$23.78	$23.82	$23.70	$23.78	$23.60	$23.86	$23.85
	NRC - Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel - Disconnect - 1st	CCOSF	$1.99	$2.07	$2.03	$1.99	$1.97	$1.96	$1.99	$1.99	$2.03
	NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel - Disconnect - Add'l	CCOSF	$0.77	$0.80	$0.79	$0.78	$0.77	$0.76	$0.78	$0.78	$0.79
	NRC - Clear Channel Capability (B8ZS/SF) Option - Subsequent - Manual Service Order - 1st	SOMAN	$29.23	$21.73	$29.33	$29.24	$29.20	$29.33	$29.33	$29.33	$29.33
	NRC - Clear Channel Capability (B8ZS/ESF) Option - Subsequent - Manual Service Order - Add'l	SOMAN	$3.93	$3.87	$3.93	$3.94	$3.92	$3.93	$3.93	$3.93	$3.93
Notes :											
	Interim rates subject to true-up.										
1	Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accomodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/docs/interconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.										
2	New EELs will only be available in the State of Georgia and in density Zone 1 of the following MSAs in the BellSouth Region:										
	Florida - Miami, Orlando, Ft. Lauderdale										
	Louisiana - New Orleans										
	N. Carolina - Greensboro, Charlotte										
	Tennessee - Nashville										
3	Unapproved rates are subject to true up.										
4	Add together the recurring rates of all the applicable network elements in order to obtain total monthly recurring rate.										
	* Examples:										
	- 2-wire VG Loop + Voice Grade Interface Card + DS1 Channelization System + DS1 Interoffice Channel										
	- DS1 Loop + DS1 Interface Card + DS3 Channelization System + DS3 Interoffice Channel										
	- DS3 Local Channel + DS3 Interoffice Channel + DS3 Channelization System + DS1 Interface Card										
5	The Ordinarily Combined in GA NRC applies to new combinations within the State of Georgia.										
6	The "Switch As Is" NRC is a conversion charge. One SAI charge is applicable per circuit.										

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Operational Support Systems										
Recovery of incremental OSS costs, per CLP, per month		NA	NA	NA	NA	NA	NA	$305.00	NA	NA
RC - OSS OLEC Daily Usage File: Recording, Per Message		$0.0002	$0.008	$0.0001275	$0.0008611	$0.00019	$0.0001179	$0.0003	$0.0002862	See Ex C-1
RC - OSS OLEC Daily Usage File: Message Processing, Per Message		$0.0033	$0.004	$0.0082548	$0.0032357	$0.0024	$0.0032089	$0.0032	$0.0032344	See Ex C-1
RC - OSS OLEC Daily Usage File: Message Distribution, Per Magnetic Tape		$55.19	$54.95	$28.85	$55.68	$47.3000	$54.62	$54.61	$54.72	See Ex C-1
RC - OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), Per		$0.00004	$0.001	$0.0000434	$0.0000365	$0.0000300	$0.0000354	$0.00004	$0.0000357	See Ex C-1
Access Daily Usage File (ADUF)										
RC - ADUF, Message Processing, per message		$0.004	$0.004	$0.0136327	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
RC - ADUF, Message Distribution, per Magnetice Tape provisioned		NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - ADUF, Data Transmision (CONNECT:DIRECT), per message		$0.001	$0.001	$0.0000434	$0.001	$0.0000305	$0.001	$0.001	$0.001	$0.001
Enhanced Optional Daily Usage File (EODUF)										
Enhanced Optional Daily Usage File: Message Processing , Per Message		$0.004	$0.004	$0.0034555	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
Enhanced Optional Daily Usage File: Message Processing, per magnetic tape		NA	NA	NA	NA	NA	NA	NA	NA	NA
Enhanced Optional Daily Usage File: Data Transmision (CONNECT:DIRECT),		NA	NA	NA	NA	NA	NA	NA	NA	NA
SWA 8XX Toll Free Dialing Ten Digit Screening Service (Note 1)										
8XX Access Ten Digit Screening (all types), per call (Note 2)	N/A	$0.0005	$0.0006531	$0.0004868	NA	$0.0005305	$0.0005321	$0.00050	$0.0005227	See Ex C-1
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery										
per query	N/A	NA	NA	NA	$0.0010	NA	NA	$0.00365	NA	NA
for 8XX Numbers, with Optional Complex Features, per query	N/A	NA	NA	NA	$0.0011	NA	NA	$0.00431	NA	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per query	N/A	NA	NA	NA	$0.0010	NA	NA	$0.00383	NA	NA
with Optional Complex Features, per query	N/A	NA	NA	NA	$0.0011	NA	NA	$0.00431	NA	NA
8XX Access Ten Digit Screening Svc. W/800 No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
with Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
Reservation Charge per 8XX number reserved										
NRC - 1st	N8R1X	$7.13	NA	$6.57	$10.05	$6.29	$8.46	$7.05	$6.38	See Ex C-1
NRC - Add'l	N8R1X	$0.97	NA	$0.76	$1.19	$0.73	$0.96	$0.96	$0.9583	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$27.84	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
Per 8XX # Established w/o POTS (w/8XX No.) Translations										
NRC - 1st	N/A	$15.88	NA	$12.81	$30.59	$12.27	$17.04	$23.82	$22.63	See Ex C-1
NRC - Add'l	N/A	$1.97	NA	$1.45	$3.22	$1.39	$1.93	$2.73	$2.73	See Ex C-1
NRC - Disconnect Charge - 1st	N/A	$10.04	NA	NA	NA	$8.30	$11.32	NA	$42.95	See Ex C-1
NRC - Disconnect Charge - Add'l	N/A	$0.97	NA	NA	NA	$0.73	$0.96	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$41.35	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	See Ex C-1
Per 8XX # Established with POTS Translations										
NRC - 1st	N8FTX	$15.88	NA	$12.81	$30.59	$12.27	$17.04	$23.82	$22.63	See Ex C-1
NRC - Add'l	N8FTX	$1.97	NA	$1.45	$3.22	$1.39	$1.93	$2.73	$2.73	See Ex C-1
NRC - Disconnect Charge - 1st	N8FTX	$10.04	NA	NA	NA	$8.30	$11.32	NA	$42.95	See Ex C-1
NRC - Disconnect Charge - Add'l	N8FTX	$0.97	NA	NA	NA	$0.73	$0.96	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$41.35	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	See Ex C-1
Customized Area of Service per 8XX Number										
NRC - 1st	N8FCX	$5.69	NA	$4.46	$6.97	$4.27	$5.63	$5.63	$5.64	See Ex C-1
NRC - Add'l	N8FCX	$2.85	NA	$2.23	$3.49	$2.14	$2.81	$2.82	$2.82	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #										
NRC - 1st	N8FMX	$6.66	NA	$5.22	$8.16	$5.00	$6.59	$6.59	$6.60	See Ex C-1
NRC - Add'l	N8FMX	$3.81	NA	$2.99	$4.67	$2.86	$3.77	$3.77	$3.78	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
Change Charge per request										

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 1st	N8FAX	$8.10	NA	$7.33	$11.24	$7.01	$9.42	$8.01	$7.34	See Ex C-1
NRC - Add'l	N8FAX	$0.97	NA	$0.76	$1.19	$0.73	$0.96	$0.96	$0.9583	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$26.94	$27.84	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
Call Handling and Destination Features										
NRC - 1st	N8FDX	$5.69	NA	$4.72	$6.97	$4.27	$5.63	$5.63	$5.64	See Ex C-1
NRC - Add'l	N8FDX	NA	NA	$4.46	$6.97	$4.27	$5.63	NA	$5.64	See Ex C-1
LINE INFORMATION DATABASE ACCESS (LIDB)										
LIDB Common Transport per query	OQT	$0.00004	$0.0003	$0.0000338	$0.00006	$0.0000418	$0.0000446	$0.0003	$0.0000442	See Ex C-1
LIDB Validation per query	OQU	$0.041003	$0.041003	$0.0105974	$0.00938	$0.0103774	$0.0142132	$0.013400	$0.0141003	See Ex C-1
LIDB Originating Point Code Establishment or Change - NRC	N/A	$84.36	NA	$50.30	$107.60	$48.17	$63.63	$91.00	$61.62	See Ex C-1
NRC - Incremental Charge - Electronic Service Order		NA	NA	NA	NA	NA	NA	$62.26	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$25.83	NA	$18.94	NA	$18.14	$25.52	$26.94	$27.84	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	$27.84	See Ex C-1
CCS7 SIGNALING TRANSPORT SERVICE										
CCS7 Signaling Connection, per link (A link) per month		$18.79	$5.00	$17.05	$16.31	$19.48	$21.58	$155.00	$21.79	See Ex C-1
NRC		$171.98	$400.00	$131.96	$354.95	$126.34	$169.72	$510.00	$277.07	See Ex C-1
NRC - Disconnect		$135.70	NA	NA	NA	$101.10	$134.08	NA	$42.95	See Ex C-1
NRC - Incremental Charge - Manual Service Order	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$16.31	NA	NA	NA	$11.40	$16.05	NA	NA	See Ex C-1
CCS7 Signaling Connection, per link (B link) (also known as D link) per month		$18.79	$5.00	$17.05	$16.31	$19.48	$21.58	$155.00	$21.79	See Ex C-1
NRC		$171.98	$400.00	$131.96	$354.95	$126.34	$169.72	$510.00	$277.07	See Ex C-1
NRC - Disconnect		$135.70	NA	NA	NA	$101.10	$134.08	NA	$42.95	See Ex C-1
NRC - Incremental Charge - Manual Service Order	SOMAN	$25.93	NA	$18.94	NA	$18.14	$25.52	NA	NA	See Ex C-1
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$16.31	NA	NA	NA	$11.40	$16.05	NA	NA	See Ex C-1
CCS7 Signaling Termination, per STP port per month		$148.72	$113.00	$133.99	$174.08	$161.99	$161.12	$132.88	$156.33	See Ex C-1
CCS7 Signaling Usage, per ISUP message		$0.00004	$0.00001	$0.0000354	$0.000037893	$0.0000430	$0.0000456	$0.00004	$0.0000452	See Ex C-1
(applicable when measurement and billing capability exists.)										
CCS7 Signaling Usage, per TCAP message		$0.0001	$0.00004	$0.0000870	$0.000102042	$0.0001052	$0.0001115	$0.00009	$0.0001108	See Ex C-1
(applicable when measurement and billing capability exists.)										
CCS7 Signaling Usage Surrogate, per link per LATA per mo		$376.12	$64.00	$340.67	$329.98	$406.71	$406.53	$3[illegible]	$396.55	See Ex C-1
CCS7 Signaling Point Code, Establishment or Change, per STP affected										
NRC		$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00
OPERATOR CALL PROCESSING										
Operator Provided Call Handling per min - Using BST LIDB	N/A	$1.21	$1.00	$0.9680296	$1.6016	$0.91	$1.19	$1.20	$1.21	NA
Call Completion Access Termination Charge per call attempt	N/A	$0.08	NA	NA	NA	NA	NA	NA	$0.08	NA
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	$1.25	$1.00	$1.02	$1.6249	$0.96	$1.24	$1.24	$1.25	NA
Call Completion Access Termination Charge per call attempt	N/A	$0.08	NA	NA	NA	NA	NA	NA	$0.08	NA
Operator Provided Call Handling, per call	N/A	NA	NA	NA	NA	NA	NA	NA	NA	$0.30
Fully Automated Call Handling per call - Using BST LIDB	N/A	$0.11	$0.10	$0.0776409	$0.0856	$0.10	$0.1072884	$0.11	$0.1115808	$0.15
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	$0.13	$0.10	$0.0976984	$0.1071	$0.12	$0.1253666	$0.12	$0.1293459	$0.15
Professional recording of name (OCP alone)	USOD1	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000
Professional recording of name (DA and OCP alone)	USOD1	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000
DRAM or front-end loading, per TOPS switch	USOD2	$250	$250	$250	$250	$250	$250	$250	$250	$250
AABS or back-end loading, per IVS	USOD2	$225	$225	$225	$225	$225	$225	$225	$225	$225
EBAS or 0- automation loading, per NAV shelf	USOD2	$270	$270	$270	$270	$270	$270	$270	$270	$270
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
INWARD OPERATOR SERVICES										
Verification, per minute	N/A	$1.16	NA	$0.921083	NA	$0.86	$1.14	$1.15	$1.15	NA
Verification and Emergency Interrupt, per minute	N/A	$1.16	NA	$0.921083	NA	$0.86	$1.14	$1.15	$1.15	NA
Verification, per call	VIL	NA	$0.80	NA	$1.00	NA	NA	$0.54	NA	$0.90
Verification and Emergency Interrupt, per call	N/A	NA	$1.00	NA	$1.111	NA	NA	$0.65	NA	$1.95
DIRECTORY ASSISTANCE SERVICES										
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	$0.10	$0.10	$0.10	$0.10	$0.10	$0.10	$0.062	$0.10	$0.10
Call Completion Access Term charge per completed call	N/A	NA	NA	NA	NA	NA	NA	NA	$0.08	NA
Number Services Intercept per query	N/A	$0.0235	$0.01	$0.0097497	$0.0086	$0.02	$0.0188268	$0.0110	$0.0124036	$0.15
Number Services Intercept per Intercept Query Update	N/A	NA	NA	NA	$0.0055	NA	NA	NA	NA	NA
Directory Assistance Access Service Calls, per call	N/A	$0.275	$0.275	$0.275	$0.275	$0.275	$0.275	$0.260000	$0.275	$0.275
Professional recording of name (DA alone)	N/A	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000
Professional recording of name (DA and OCP alone)	N/A	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
DRAM or front-end loading, per TOPS switch	N/A	$250	$250	$250	$250	$250	$250	$250	$250	$250
AABS or back-end loading, per IVS	N/A	$225	$225	$225	$225	$225	$225	$225	$225	$225
EBAS or 0- automation loading, per NAV shelf	N/A	$270	$270	$270	$270	$270	$270	$270	$270	$270
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Directory Transport										
Directory Transport - Local Channel DS1, per month	N/A	$35.52	$43.64	$38.36	$36.32	$43.83	$38.91	$35.68	$37.20	$133.81
NRC - 1st	N/A	$503.57	$242.45	$356.15	$637.46	$339.69	$494.83	$534.48	$534.81	$868.97
NRC - Add'l	N/A	$442.84	$226.44	$312.89	$546.94	$298.29	$435.28	$462.69	$462.81	$486.83
NRC - Disconnect Charge - 1st	N/A	$46.28	NA	NA	NA	$33.02	$46.85	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$32.18	NA	NA	NA	$23.32	$33.02	NA	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC - 1st	SOMAN	$61.99	NA	$44.22	NA	$42.34	$59.58	$86.15	$87.99	NA
NRC - Incremental Charge-Manual Svc Order - NRC -addl		NA	NA	NA	NA	NA	NA	$1.77	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	$29.27	NA	NA	NA	$19.48	$27.41	NA	$3.11	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	$0.6923	$0.6013	$0.4523	$0.45	$0.78	$0.6598	$0.5753	$0.7598	$23.00
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per m	N/A	$79.69	$99.79	$78.47	$55.05	$93.40	$74.40	$71.29	$94.98	$90.00
NRC - 1st	N/A	$198.15	$45.91	$147.07	$298.18	$140.49	$196.28	$217.17	$216.27	$100.49
NRC - Add'l	N/A	$148.18	$44.18	$111.75	$231.18	$106.69	$147.31	$163.75	$162.70	$100.49
NRC - Disconnect Charge - 1st	N/A	$25.44	NA	NA	NA	$20.00	$26.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$20.42	NA	NA	NA	$16.34	$21.61	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$38.07	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	$38.07	$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	[illegible]	NA	NA
Switched Common Transport per DA Access Service per call	N/A	$0.0003	$0.0003	$0.0002906	$0.000175	$0.0003274	$0.0002997	$0.[illegible]3	$0.000327	NA
Switched Common Transport per DA Access Service per call per mile	N/A	$0.00003	$0.00001	$0.0000186	$0.000004	$0.0000175	$0.0000202	$0.0[illegible]03	$0.0000303	NA
Access Tandem Switching per DA Access Service per call	N/A	$0.0023	$0.00055	$0.0019152	$0.000783	$0.0025257	$0.0023713	$0.0021	$0.0024809	NA
DA Interconnection, per DA Access Service Call	N/A	$0.00269	NA	$0.00269	NA	NA	NA	$0.00	$0.000269	NA
Directory Transport-Installation NRC, per trunk or signaling connection	N/A									
NRC - 1st	N/A	$260.69	$206.06	$204.23	$501.98	$195.54	$257.73	NA	$407.81	NA
NRC - Add'l	N/A	$5.95	$4.71	$4.42	$13.32	$4.23	$5.85	NA	$11.00	NA
NRC - Disconnect Charge - 1st	N/A	$173.46	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$5.95	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	$44.22	NA	$130.05	$171.49	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	$4.23	$5.85	NA	NA	NA
NRC - Manual Service Order - 1st		NA	NA	NA	NA	NA	NA	$407.53	NA	NA
NRC - Manual Service Order - Add'l		NA	NA	NA	NA	NA	NA	$10.98	NA	NA
Directory Assistance Database Service (DADS)										
Directory Assistance Database Service charge per listing	N/A	$0.0446	$0.001	$0.0445	$0.0193	$0.0443	$0.0447	$0.04460	$0.0444	NA
Directory Assistance Database Service, per month	DBSOF	$128.55	$100.00	$95.50	$120.76	$90.54	$126.17	$126.26	$127.23	NA
AIN										
AIN, per message	CAM	NA	$0.00004	NA	NA	NA	NA	NA	NA	NA
AIN - BellSouth AIN SMS Access Service	CAM								NA	NA
Service Establishment Charge, per state, initial set-up										
NRC	CAMSE	$197.49	NA	$90.25	NA	$153.31	$174.03	$294.77	$296.16	See Ex C-1
NRC - Disconnect	CAMSE	$114.22	NA	NA	NA	$78.06	$135.96	NA	NA	See Ex C-1
Port Connection - Dial/Shared Access										
NRC	CAMDP	$64.05	NA	$29.66	NA	$50.07	$53.47	$86.94	$87.29	See Ex C-1
NRC - Disconnect	CAMDP	$27.04	NA	NA	NA	$18.61	$37.70	NA	NA	See Ex C-1
Port Connection - ISDN Access										
NRC	CAM1P	$64.05	NA	$29.66	NA	$50.07	$53.47	$86.94	$87.29	See Ex C-1
NRC - Disconnect	CAM1P	$27.04	NA	NA	NA	$18.61	$37.70	NA	NA	See Ex C-1
User ID Codes - per User ID Code										
NRC	CAMAU	$141.84	NA	$84.43	NA	$104.95	$129.83	$200.83	$202.08	See Ex C-1
NRC - Disconnect	CAMAU	$70.05	NA	NA	NA	$48.95	$79.91	NA	NA	See Ex C-1
Security Card per User ID Code, Initial or replacement										
NRC	CAMRC	$142.13	NA	$35.44	NA	$125.33	$131.54	$172.05	$172.26	See Ex C-1
NRC - Disconnect	CAMRC	$35.26	NA	NA	NA	$24.40	$45.77	NA	NA	See Ex C-1
Storage, per unit (100Kb)	N/A	$0.0026	NA	$0.0023	NA	$0.0029	$0.0029	$0.0023	$0.0028	See Ex C-1
Session per minute	N/A	$0.0892	NA	$0.0795604	NA	$0.10	$0.0975650	$0.0791	$0.0942966	See Ex C-1
C0. Performed Session, per minute					NA	$1.97	$2.09	$2.08	$2.07	See Ex C-1

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
AIN - BellSouth AIN Toolkit Service										
AIN, Service Creation Tools	CAMBP	NA	TBD	NA	NA	NA	NA	NA	NA	NA
Service Establishment Charge, per state, initial set-up										
NRC	BAPSC	$192.69	NA	$86.74	NA	$153.25	$169.31	$290.05	$291.41	See Ex C-1
NRC - Disconnect	BAPSC	$114.22	NA	NA	NA	$78.05	$135.96	NA	NA	See Ex C-1
Training Session, per customer										
NRC	BAPVX	$8,363.00	NA	$8,348.00	NA	$8,315.00	$8,379.00	$8,363.00	$8,333.00	See Ex C-1
NRC - Disconnect	BAPVX	NA	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
Trigger Access Charge, per trigger, per DN, Term. Attempt										
NRC	BAPTT	$49.64	NA	$19.13	NA	$41.08	$39.30	$72.76	$73.02	See Ex C-1
NRC - Disconnect	BAPTT	$27.04	NA	NA	NA	$18.60	$37.70	NA	NA	See Ex C-1
Trigger Access Charge, per trigger per DN, Off-Hook Delay										
NRC	BAPTD	$49.64	NA	$114.80	NA	$41.08	$39.30	$72.76	$73.02	See Ex C-1
NRC - Disconnect	BAPTD	$27.04	NA	NA	NA	$18.60	$37.70	NA	NA	See Ex C-1
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate										
NRC	BAPTM	$49.64	NA	$19.13	NA	$41.08	$39.30	$72.76	$73.02	See Ex C-1
NRC - Disconnect	BAPTM	$27.04	NA	NA	NA	$18.60	$37.70	NA	NA	See Ex C-1
Trigger Access Charge, per trigger, per DN, 10-Digit PODP										
NRC	BAPTO	$117.98	NA	$70.06	NA	$92.99	$106.90	$149.95	$150.25	See Ex C-1
NRC - Disconnect	BAPTO	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	See Ex C-1
Trigger Access Charge, per trigger, per DN, CDP										
NRC	BAPTC	$117.98	NA	$70.06	NA	$92.99	$106.90	$149.95	$150.25	See Ex C-1
NRC - Disconnect	BAPTC	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	See Ex C-1
Trigger Access Charge, per trigger, per DN, Feature Code										
NRC	BAPTF	$117.98	NA	$70.06	NA	$92.99	$106.90	$149.95	$150.25	See Ex C-1
NRC - Disconnect	BAPTF	$37.90	NA	NA	NA	$26.73	$48.44	NA	NA	See Ex C-1
Query Charge, per query		$0.024	NA	$0.0209223	NA	$0.03	$0.0256138	$0.02	$0.0250662	See Ex C-1
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query		$0.006	NA	$0.0053137	NA	$0.0065	$0.0065161	$0.005	$0.0062979	See Ex C-1
SCP Storage Charge, per SMS Access Acct, per 100 Kb	N/A	$1.63	NA	$1.46	NA	$1.79	$1.79	$1.45	$1.73	See Ex C-1
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	$16.00	NA	$15.96	NA	$15.89	$16.01	$15.98	$15.93	See Ex C-1
NRC	BAPMS	$44.56	NA	$22.64	NA	$34.61	$44.02	$71.80	$72.15	See Ex C-1
NRC - Disconnect	BAPMS	$31.84	NA	NA	NA	$21.97	$31.28	NA	NA	See Ex C-1
Special Study - per AIN Toolkit Service Subscription	BAPLS	$0.10	NA	$0.0861109	NA	$0.08	$0.0810536	$0.08	$0.0872769	See Ex C-1
NRC	BAPLS	$47.74	NA	$22.64	NA	$37.77	$47.21	$47.20	$47.35	See Ex C-1
NRC - Disconnect	BAPLS	$15.90	NA	NA	NA	NA	NA	NA	NA	See Ex C-1
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	$15.90	NA	$15.87	NA	$15.81	$15.93	$15.90	$15.84	See Ex C-1
NRC	BAPDS	$44.56	NA	$22.64	NA	$34.61	$44.02	$71.80	$72.15	See Ex C-1
NRC - Disconnect	BAPDS	$31.84	NA	NA	NA	$21.97	$31.28	NA	NA	See Ex C-1
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	$0.003	NA	$0.0028704	NA	$0.0026	$0.0027018	$0.003	$0.0029092	See Ex C-1
NRC	BAPES	$47.74	NA	$22.64	NA	$37.77	$47.21	$47.20	$47.35	See Ex C-1
NRC - Disconnect	BAPES	$15.90	NA	NA	NA	$37.77	NA	NA	NA	See Ex C-1
CALLING NAME (CNAM) QUERY SERVICE										
CNAM (Database Owner), Per Query	N/A	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016	$0.016
CNAM (Non-Database Owner), Per Query *	N/A	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01
NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI)	N/A	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00	$595.00
* Volume and term arrangements are also available.										
SELECTIVE ROUTING										
Per Line or PBX Trunk, each		NA	NA	NA	$10.00 (Interim	NA	NA	NA	NA	TBD
NRC		NA	NA	NA	NA	NA	NA	NA	NA	TBD
Customized routing per unique line class code, per request, per switch						NA	NA	NA	NA	NA
NRC	USRCR	$230.60	$229.65	$180.62	$229.65	$229.65	$227.99	$229.65	$226.22	See Ex C-1
NRC - Incremental Charge - Manual Service Order		$25.93	NA	$18.94	NA	NA	$25.52	NA	$27.84	See Ex C-1
VIRTUAL COLLOCATION										
2-wire Cross-Connect (Loop)										
RC	UEAC2	$0.28	$0.0502	$0.30	$0.31	$0.26	$0.3996	$0.09	$0.3648	$0.30
NRC - 1st	UEAC2	$30.76	$11.57	$12.60	$54.21	$23.04	$30.93	$41.78	$41.50	$19.20
NRC - Add'l	UEAC2	$29.40	$11.57	$12.60	$51.07	$22.11	$29.59	$39.23	$38.94	$19.20
NRC - 1st - Manual Service Order		NA	NA	NA	NA	NA	NA	$4.75	NA	NA
NRC - Add'l - Manual Service Order		NA	NA	NA	NA	NA	NA	$4.75	NA	NA
NRC - Disconnect - 1st	UEAC2	$12.75	NA	NA	NA	$9.48	$12.76	NA	NA	NA
NRC - Disconnect - Add'l	UEAC2	$11.38	NA	NA	NA	$8.54	$11.43	NA	NA	NA

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Recurring	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual Svc Order vs. Electronic-1st	Incremental Charge Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge Manual Svc Order vs. Electronic-Disc Add'l
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. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/ docs/interconnection/deavgzn.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.													SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-W ANALOG VG LOOP																	
	2-W Analog VG Loop - Service Level 1 - Zone 1	2-W Analog VG 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-W Analog VG Loop - Service Level 1 - Zone 2	2-W Analog VG 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-W Analog VG Loop - Service Level 1 - Zone 3	2-W Analog VG 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	
	Manual Order Coordination for UVL-SL1s (per loop)*	2-WAVGL - SL1 - Manual Order Coordination			UEANL	UEAMC		$36.52	$36.52	$9.18	$9.18						
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *	2-WAVGL - SL1 - Order Coordination for Specified Conversion Time			UEANL	OCOSL		$34.29	$34.29								
	Engineering Information (EI)-Interim rates until cost is prepared based on input that reflect the work required to connect the EI		*			UEANM	$40.00										
	2-W Analog VG Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	2-W Analog VG Loop - Service Level 2 - Zone 1		1	UEA	UEAL2	$16.56	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	
	2-W Analog VG Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	2-W Analog VG Loop - Service Level 2 - Zone 2		2	UEA	UEAL2	$21.63	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	
	2-W Analog VG Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	2-W Analog VG Loop - Service Level 2 - 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)	2-WAVGL - SL2 - Order Coordination for Specified Conversion Time			UEA	OCOSL		$34.29	$34.29								
	2-W Analog VG Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	2-W Analog VG Loop - Service Level 2 - Zone 1		1	UEA	UEAR2	$16.56	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	
	2-W Analog VG Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	2-W Analog VG Loop - Service Level 2 - Zone 2		2	UEA	UEAR2	$21.63	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	
	2-W Analog VG Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	2-W Analog VG Loop - Service Level 2 - 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)	2-WAVGL - SL2 - Order Coordination for Specified Conversion Time			UEA	OCOSL		$34.29	$34.29								
4-W ANALOG VG LOOP																	
	4-W Analog VG Loop - Zone 1	4-W Analog VG Loop - Zone 1		1	UEA	UEAL4	$24.70	$122.76	$85.57	$76.35	$39.16			$20.35	$10.54	$13.32	
	4-W Analog VG Loop - Zone 2	4-W Analog VG Loop - Zone 2		2	UEA	UEAL4	$32.25	$122.76	$85.57	$76.35	$39.16			$20.35	$10.54	$13.32	
	4-W Analog VG Loop - Zone 3	4-W Analog VG 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-W AVGL - Order Coordination for Specified Conversion Time			UEA	OCOSL		$34.29	$34.29								
2-W ISDN DIGITAL GRADE LOOP																	
	2-W ISDN Digital Grade Loop - Zone 1	2-W 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-W ISDN Digital Grade Loop - Zone 2	2-W 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-W ISDN Digital Grade Loop - Zone 3	2-W 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-W ISDN Digital Grade Loop - Order Coordination for Specified Conversion Time			UDN	OCOSL		$34.29	$34.29								
2-W ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																	
	2-W ADSL Compatible Loop including Man Svc Inquiry and Facility Reservation - Zone 1	2-W 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-W ADSL Compatible Loop including Man Svc Inquiry and Facility Reservation - Zone 2	2-W 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-W ADSL Compatible Loop including Man Svc Inquiry and Facility Reservation - Zone 3	2-W 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-W ADSL Digital Grade Loop - Order Coordination for Specified Conversion Time			UAL	OCOSL		$34.29									
	2-W ADSL Compatible Loop without Man Svc Inquiry and Facility Reservation - Zone 1		*	1	UAL	UAL2W	$13.82	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
						Recurring	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
2-W ADSL Compatible Loop without Mun Svc Inquiry and Facility Reservation - Zone 2		*	2	UAL	UAL2W	$18.05	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
2-W ADSL Compatible Loop without Mun Svc Inquiry and Facility Reservation - Zone 3		*	3	UAL	UAL2W	$23.60	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
Order Coordination-Time Specific, per LSR		*		UAL	OCOSL		$34.29									
2-W HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
2-W HDSL Compatible Loop including manual service inquiry & facility reservation-Zone 1	2-W 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-W HDSL Compatible Loop including manual service inquiry & facility reservation-Zone 2	2-W 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-W HDSL Compatible Loop including manual service inquiry and facility reservation - Zone 3	2-W 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-W HDSL Loop - Order Coordination for Specified Conversion Time			UHL	OCOSL		$34.29									
2-W HDSL Compatible Loop without Mun Svc Inquiry and Facility Reservation - Zone 1		*	1	UHL	UHL2W	$10.83	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
2-W HDSL compatible loop without manual service inquiry and facility reservation		*	2	UHL	UHL2W	$14.15	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
2-W HDSL compatible loop without manual service inquiry and facility reservation		*	3	UHL	UHL2W	$18.50	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
Order Coordination-Time Specific, per LSR		*		UHL	OCOSL		$34.29									
4-W HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
4-W HDSL Compatible Loop including manual service inquiry and facility reservation - Zone 1	4-W HDSL Compatible Loop - Zone 1		1	UHL	UHL4X	$13.93	$279.60	$244.22	$74.54	$39.14			$20.35	$10.54	$13.32	
4-W HDSL Compatible Loop including manual service inquiry and facility reservation - Zone 2	4-W HDSL Compatible Loop - Zone 2		2	UHL	UHL4X	$18.20	$279.60	$244.22	$74.54	$39.14			$20.35	$10.54	$13.32	
4-W HDSL Compatible Loop including manual service inquiry and facility reservation - Zone 3	4-W HDSL Compatible Loop - Zone 3		3	UHL	UHL4X	$23.80	$279.60	$244.22	$74.54	$39.14			$20.35	$10.54	$13.32	
Order Coordination for Specified Conversion Time	4-W HDSL Loop Order Coordination for Specified Conversion Time			UHL	OCOSL		$34.29									
4-W HDSL Compatible Loop without Mun Svc Inquiry and Facility Reservation - Zone 1		*	1	UHL	UHL4W	$13.93	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
4-W HDSL Compatible Loop without Mun Svc Inquiry and Facility Reservation - Zone 2		*	2	UHL	UHL4W	$18.20	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
4-W HDSL Compatible Loop without Mun Svc Inquiry and Facility Reservation - Zone 3		*	3	UHL	UHL4W	$23.80	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
Order Coordination-Time Specific, per LSR		*		UHL	OCOSL		$34.29									
4-W DS1 DIGITAL LOOP																
4-W DS1 Digital Loop - Zone 1	4-W DS1 Digital Loop - Zone 1		1	USL	USLXX	$57.71	$313.08	$219.72	$96.86	$40.45			$18.98	$8.43	$11.95	$0.00
4-W DS1 Digital Loop - Zone 2	4-W DS1 Digital Loop - Zone 2		2	USL	USLXX	$75.40	$313.08	$219.72	$96.86	$40.45			$18.98	$8.43	$11.95	$0.00
4-W DS1 Digital Loop - Zone 3	4-W DS1 Digital Loop - Zone 3		3	USL	USLXX	$98.59	$313.08	$219.72	$96.86	$40.45			$18.98	$8.43	$11.95	$0.00
Order Coordination for Specified Conversion Time	4-W DS1 Loop - Order Coordination for Specified Conversion Time			USL	OCOSL		$34.59	$34.59								
4-W 56 OR 64 KBPS DIGITAL GRADE LOOP																
4-W 56 Kbps Digital Grade Loop - Zone 1	4-W 56 or 64 Kbps Digital Grade Loop - Zone 1		1	UDL	UDL56	$31.10	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
4-W 56 Kbps Digital Grade Loop - Zone 2	4-W 56 or 64 Kbps Digital Grade Loop - Zone 2		2	UDL	UDL56	$40.61	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
4-W 56 Kbps Digital Grade Loop - Zone 3	4-W 56 or 64 Kbps Digital Grade Loop - Zone 3		3	UDL	UDL56	$53.11	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
Order Coordination for Specified Conversion Time	4-W 56/64 kbps Dig. GL - Order Coordination for Specified Conversion Time			UDL	OCOSL		$34.29	$34.29								
4-W 64 Kbps Digital Grade Loop - Zone 1	4-W 56 or 64 Kbps Digital Grade Loop - Zone 1		1	UDL	UDL64	$31.10	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
4-W 64 Kbps Digital Grade Loop - Zone 2	4-W 56 or 64 Kbps Digital Grade Loop - Zone 2		2	UDL	UDL64	$40.61	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
4-W 64 Kbps Digital Grade Loop - Zone 3	4-W 56 or 64 Kbps Digital Grade Loop - Zone 3		3	UDL	UDL64	$53.11	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
Order Coordination for Specified Conversion Time	4-W 56/64 kbps Dig. GL - Order Coordination for Specified Conversion Time			UDL	OCOSL		$34.29	$34.29								
2-W UCL - Short																
2 Wire UCL/Short including manual service inquiry and facility reservation - Statewide		1	sw	UCL	UCLPB	$12.16	$131.99	$120.02	$10.65	$1.41			$20.35	$10.54	$13.32	
Order Coordination for UCL, per loop				UCL	UCLMC		$36.52									

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Recurring	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge Manual Svc Order vs. Electronic-Disc Add'l
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire UCL/Short without manual service inquiry and facility reservation - Statewide		I	sw	UCL	UCLPW	$12.16	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
	Order Coordination for UCL, per loop				UCL	UCLMC		$36.52									
2-W UCL - Long																	
	2 Wire UCL/Long including manual service inquiry and facility reservation - Statewide		I	sw	UCL	UCL2L	$12.16	$131.99	$120.02	$10.65	$1.41			$20.35	$10.54	$13.32	
	Order Coordination for UCL, per loop				UCL	UCLMC		$36.52									
	2 Wire UCL/Long without manual service inquiry and facility reservation - Statewide		I	sw	UCL	UCL2W	$12.16	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
	Order Coordination for UCL, per loop				UCL	UCLMC		$36.52									
4-W UCL - Short																	
	4 Wire UCL/Short including manual service inquiry and facility reservation - Statewide		I	sw	UCL	UCL4S	$12.16	$131.99	$120.02	$10.65	$1.41			$20.35	$10.54	$13.32	
	Order Coordination for UCL, per loop				UCL	UCLMC		$36.52									
	4 Wire UCL/Short without manual service inquiry and facility reservation - Statewide		I	sw	UCL	UCL4W	$12.16	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
	Order Coordination for UCL, per loop				UCL	UCLMC		$36.52									
4-W UCL - Long																	
	4 Wire UCL/Long including manual service inquiry and facility reservation - Statewide		I	sw	UCL	UCL4L	$12.16	$131.99	$120.02	$10.65	$1.41			$20.35	$10.54	$13.32	
	Order Coordination for UCL, per loop				UCL	UCLMC		$36.52									
	4 Wire UCL/Long without manual service inquiry and facility reservation - Statewide		I	sw	UCL	UCL4O	$12.16	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	
	Order Coordination for UCL, per loop				UCL	UCLMC		$36.52									
SUB-LOOPS																	
Sub-Loop Distribution																	
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up		*		UEANL	USBSA		$517.25	$517.25					$20.35	$10.54	$13.32	
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set Up		*		UEANL	USBSB		$42.68	$42.68					$20.35	$10.54	$13.32	
	Sub-Loop Distribution Per 2-W Analog VG Loop - Statewide	Loop Distribution - per 2-WAVGL		sw	UEANL	USBN2	$10.02	$148.84	$112.34	$73.14	$36.65			$20.35	$10.54	$13.32	
	Sub-Loop Distribution - Order Coordination, per sub-loop pair		*		UEANL	USBMC		$36.52									
	Sub-Loop Distribution - Order Coordination for Specified Time Conversion, per LSR	Sub-Loop Distribution - Order Coordination for Specified Conversion Time			UEANL	OCOSL		$34.29									
Sub-Loop Feeder																	
	DSU Set-up per Cross Box location - CLEC Distribution Facility set-up (*for access to Feeder*)		*		UEA, UDN,UCL, UDL	USBFW		$517.25	$517.25					$20.35	$10.54	$13.32	
	DSU Set-up per Cross Box location - per 25 pair panel set-up (*for access to Feeder*)		*		UEA, UDN,UCL, UDL	USBFX		$42.68	$42.68					$20.35	$10.54	$13.32	
	Sub-Loop Feeder - Per 2-W Analog VG Ground-Start Loop - Statewide	Loop Feeder per 2-WAVGL		sw	UEA	USBFA	$12.05	$122.24	$85.05	$76.35	$39.16			$20.35	$10.54	$13.32	
	Sub-Loop Feeder - Per 2-W Analog VG Loop-Start Loop - Statewide	Loop Feeder per 2-WAVGL		sw	UEA	USBFB	$12.05	$122.24	$85.05	$76.35	$39.16			$20.35	$10.54	$13.32	
	Sub Loop Feeder - Per 2-W Analog VG Reverse Battery Loop - Statewide	Loop Feeder per 2-WAVGL		sw	UEA	USBFC	$12.05	$122.24	$85.05	$76.35	$39.16			$20.35	$10.54	$13.32	
	Sub-Loop Feeder - Order Coordination for Specified Conversion Time, per LSR	Sub-Loop Feeder - Order Coordination for Specified Conversion Time			UEA	OCOSL		$34.29									
Network Interface Device (NID)																	
	Network Interface Device Cross Connect	NID per 2-W Loop			UENTW	UNDC2	$1.15	$0.74				$3.50		$19.99	$19.99	$19.99	$19.99
	Network Interface Device Cross Connect	NID per 4-W Loop			UENTW	UNDC4	$1.27	$0.74				$3.50		$19.99	$19.99	$19.99	$19.99
UNBUNDLED LOOP CONCENTRATION																	
	Loop Channelization System	Loop Channelization system - DLC (Inside CO)			ULC	ULCCS	$307.07	$307.34	$74.37	$4.18		$3.50		$20.35	$10.54	$13.32	
	CO Channel Interface - 2-W VG	CO Channel Interface - 2-W VG			ULC	ULCC2	$1.20	$9.57	$9.52	$8.66	$8.60	$3.50		$20.35	$10.54	$13.32	
	Unbundled Loop Concentration - Channel Interface-2-W Voice-Loop Start or Ground Start	CO Channel Interface - 2-W VG			UEA	ULCC2	$1.20	$9.57	$9.52	$8.66	$8.60	$3.50		$20.35	$10.54	$13.32	
UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)																	
	Loop Concentration - Channelization System	Loop Concentration - Channelization System (Outside CO)			TBD	UCTSA	$328.28	$651.09	$283.42	$207.92	$50.94	$3.50		$20.35	$10.54	$13.32	
	Remote Channel Interface - 2-W VG Loop	Loop Concentration - Remote Channel Interface - 2-WAVGL (Outside CO)			TBD	ULCC2	$0.88	$9.43	$9.40	$6.71	$4.70	$3.50		$20.35	$10.54	$13.32	
	Loop Concentration - Remote terminal Cabinet (Outside CO)	Loop Concentration - Remote Terminal Cabinet (Outside CO)					ICB					$3.50					

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Recurring	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Dist 1st SOMAN	Incremental Charge Manual Svc Order vs. Electronic-Dist Add'l SOMAN
	Channel Interface - 2-W Voice-Loop Start or Ground Start	Loop Concentration Remote Channel Interface - 2-WAVGL (Outside CO)			TBD	ULCC2	$0.88	$9.43	$9.40	$4.71	$4.70	$3.50		$20.35	$10.54	$13.32	
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
Exchange Ports																	
	Exchange Ports - 2-W Analog Line Port- Res	Exchange Ports - 2-W Analog Line Port (Res/Bus.)			UEPSR	UEPRL	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
Note: Although the Port rate includes all available vertical features in TN, the desired feature(s) will need to be ordered.)																	
	Exchange Ports - 2-W Analog Line Port with Caller ID - Res	Exchange Ports - 2-W Analog Line Port (Res/Bus.)			UEPSR	UEPRC	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
	Exchange Ports - 2-W Analog Line Port outgoing only - Res	Exchange Ports - 2-W Analog Line Port (Res/Bus.)			UEPSR	UEPRO	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
	Exchange Ports - 2-W VG unbundled TN extended local dialing parity Port with Caller ID - Res.	Exchange Ports - 2-W Analog Line Port (Res/Bus.)			UEPSR	UEPAQ	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
	Exchange Ports - 2-W VG unbundled Tennessee Area Calling port with Caller ID - Res (F2R)	Exchange Ports - 2-W Analog Line Port (Res/Bus.)			UEPSR	UEPAK	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
	Exchange Ports - 2-W VG unbundled Tennessee Area Calling port with Caller ID - Res (TACER)	Exchange Ports - 2-W Analog Line Port (Res/Bus.)			UEPSR	UEPAL	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
	Exchange Ports - 2-W VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR)	Exchange Ports - 2-W Analog Line Port (Res/Bus.)			UEPSR	UEPAM	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
	Exchange Ports - 2-W VG unbundled Tennessee Area Calling port with Caller ID - Res (1MF2X)	Exchange Ports - 2-W Analog Line Port (Res/Bus.)			UEPSR	UEPAN	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
	Exchange Ports - 2-W VG unbundled Tennessee Area Calling port with Caller ID - Res (2MR)	Exchange Ports - 2-W Analog Line Port (Res/Bus.)			UEPSR	UEPAO	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
	Exchange Ports - 2-W VG unbundled res, low usage line port with Caller ID (LUM)	Exchange Ports - 2-W Analog Line Port (Res/Bus.)			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	[Exchange Ports includes all Applicable Features.]			UEPSR	UEPVF	$0.00	$0.00	$0.00								
	Exchange Ports - 2-W Analog Line Port without Caller ID - Bus	Exchange Ports - 2-W Analog Line Port (Res/Bus.)			UEPSB	UEPBL	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
	Exchange Ports - 2-W VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.	Exchange Ports - 2-W Analog Line Port (Res/Bus.)			UEPSB	UEPBC	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
	Exchange Ports - 2-W Analog Line Port outgoing only - Bus	Exchange Ports - 2-W Analog Line Port (Res/Bus.)			UEPSB	UEPBO	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
	Exchange Ports - 2-W VG unbundled TN extended local dialing parity Port with Caller ID - Bus.	Exchange Ports - 2-W Analog Line Port (Res/Bus.)			UEPSB	UEPAV	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
	Exchange Ports - 2-W VG unbundled incoming only port with Caller ID - Bus	Exchange Ports - 2-W Analog Line Port (Res/Bus.)			UEPSB	UEPBI	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
	Exchange Ports - 2-W VG unbundled TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1)	Exchange Ports - 2-W Analog Line Port (Res/Bus.)			UEPSB	UEPAC	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
	Exchange Ports - 2-W VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2)	Exchange Ports - 2-W Analog Line Port (Res/Bus.)			UEPSB	UEPAD	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
	Exchange Ports-2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port-Bus (B2F)	Exchange Ports - 2-W Analog Line Port (Res/Bus.)			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	[Exchange Ports includes all Applicable Features.]			UEPSB	UEPVF	$0.00	$0.00	$0.00								
	Exchange Ports - 4-W Analog VG Port	Exchange Ports - 4-W Analog VG Port				UEP4A	$8.27	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
	Subsequent Activity		*			USASC		$10.00	$10.00								
	All Available Vertical Features	[Exchange Ports includes all Applicable Features.]				UEPVF	$0.00	$0.00	$0.00								
	Exchange Ports - 2-W DID Port	Exchange Ports - 2-W DID Port			UEPEX	UEPP2	$8.97	$47.75	$47.01	$9.21	$8.47			$20.35	$10.54	$13.32	$1.40
	Subsequent Activity		*		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 - DDITS Port - 4-W DS1 Port with DID capability	Exchange Ports - 4-W DID Port			UEPDD	UEPDD	$35.74	$75.93	$38.15	$8.77	$8.04			$20.35	$10.54	$13.32	$1.40
	Subsequent Activity		*		UEPDD	USACP		$10.00	$10.00								
	Exchange Ports - 2-W ISDN Port (See Notes below.)	Exchange Ports - 2-W ISDN Port			UIPMA	UIPMA	$16.26	$30.23	$29.49	$4.10	$4.10			$41.43	$42.17	$9.80	$9.80
	Subsequent Activity		*		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/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-W ISDN ports.

NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/NBR Process. Rates for the packet capabilities will be determined via the BFR/NBR Process.

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
						Recurring	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual Svc Order vs. Electronic-1st	Incremental Charge Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge Manual Svc Order vs. Electronic-Disc Add'l
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Exchange Ports-2-W ISDN Port-Channel Profiles		*			UIUMA	$0.00	$0.00	$0.00								
Exchange Ports - 4-W ISDN DS1 Port	Exchange Ports - 4-W ISDN DS1 Port			UEPEX	UEPEX	$75.04	$148.66	$147.18	$38.46	$36.98			$40.69	$42.17	$9.07	$10.54
2-W VG Unbundled 2-Way PBX Trunk - Res	Exchange Ports - 2-W 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-W VG Line Side Unbundled 2-Way PBX Trunk - Bus	Exchange Ports - 2-W 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-W VG Line Side Unbundled Outward PBX Trunk - Bus	Exchange Ports - 2-W 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-W VG Line Side Unbundled Incoming PBX Trunk - Bus	Exchange Ports - 2-W Analog Line Port (PBX)			UEPSP	UEPPI	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
2-W Analog Long Distance Terminal PBX Trunk - Bus	Exchange Ports - 2-W 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-W Analog TN 2-Way Calling Plan PBX Trunk - Bus	Exchange Ports - 2-W 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-W TN Outward Calling Plan PBX Trunk - Bus	Exchange Ports - 2-W 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-W Voice Unbundled PBX LD Terminal Ports	Exchange Ports - 2-W 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-W Voice Unbundled 2-Way PBX Tennessee Calling Port	Exchange Ports - 2-W 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-W Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port	Exchange Ports - 2-W 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-W Voice Unbundled 2-Way PBX Usage Port	Exchange Ports - 2-W 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-W Voice Unbundled PBX Toll Terminal Hotel Ports	Exchange Ports - 2-W 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-W Voice Unbundled PBX LD DDD Terminals Port	Exchange Ports - 2-W Analog Line Port (PBX)			UEPSP	UEPXC	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
2-W Voice Unbundled PBX LD Terminal Switchboard Port	Exchange Ports - 2-W 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-W Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port	Exchange Ports - 2-W 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-W Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port	Exchange Ports - 2-W 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-W Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port	Exchange Ports - 2-W 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-W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Economy Admin Calling Port TN Calling Port	Exchange Ports - 2-W 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-W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port	Exchange Ports - 2-W Analog Line Port (PBX)			UEPSP	UEPXO	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
2-W Voice Unbundled 1-Way Outgoing PBX Memorial Port	Exchange Ports - 2-W 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-W Voice Unbundled PBX Collierville and Memphis Calling Port	Exchange Ports - 2-W 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-W Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port	Exchange Ports - 2-W 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 - 2-W VG - Per Mile per month	Interoffice Transport - Dedicated - VG - per mile per MOU			UITVX	IL5XX	$0.0174										

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Recurring	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual Svc Order vs. Electronic-1st	Incremental Charge Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge Manual Svc Order vs. Electronic-Disc Add'l
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - Dedicated Transport - 2-Wire VG - Facility Termination per month	Interoffice Transport - Dedicated - 2-W VG - Facility Termination			U1TVX	U1TV2	$18.58	$55.39	$17.37	$27.96	$3.51			$20.35	$21.09	$9.80	$10.54
	Interoffice Channel - Dedicated Transport - 2-W VG Rev Bat - Per Mile per month	Interoffice Transport - Dedicated - VG - per mile per MOU			U1TVX	1L5XX	$0.0174										
	Interoffice Channel-Dedicated Transport- 2-W VG Rev Bat -Facility Termination per month	Interoffice Transport - Dedicated - 2-W VG - Facility Termination			U1TVX	U1TR2	$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			U1TDX	1L5XX	$0.0174										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month	Interoffice Transport - Dedicated - DSO - 56/64 kbps - Facility Termination			U1TDX	U1TD5	$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			U1TDX	1L5XX	$0.0174										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month	Interoffice Transport - Dedicated - DSO - 56/64 kbps - Facility Termination			U1TDX	U1TD6	$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			U1TD1	1L5XX	$0.3562										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month	Interoffice Transport - Dedicated - DS1 - Facility Termination			U1TD1	U1TF1	$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-W VG Per Mile per month		*		ULDVX	1L5NC	$0.00										
	Local Channel - Dedicated - 2-W VG per month - Zone 1	Local Channel - Dedicated - 2-W VG [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-W VG per month - Zone 2	Local Channel - Dedicated - 2-W VG [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-W VG per month - Zone 3	Local Channel - Dedicated - 2-W VG [shown here deaveraged]		3	ULVDX	ULDV2	$29.34	$199.33	$24.16	$54.81	$4.80			$20.35	$10.54	$13.30	$0.00
	Local Channel - Dedicated - 2-W VG Rev Bat. Per Mile per month		*		ULDVX	1L5NC	$0.00										
	Local Channel - Dedicated - 2-W VG Rev. Bat. Per month - Zone 1	Local Channel - Dedicated - 2-W VG [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-W VG Rev. Bat. Per Month - Zone 2	Local Channel - Dedicated - 2-W VG [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-W VG Rev. Bat. Per Month - Zone 3	Local Channel - Dedicated - 2-W VG [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-W VG Per Mile per month		*		ULDDX	1L5NC	$0.00										
	Local Channel - Dedicated - 4-W VG per month - Zone 1	Local Channel - Dedicated - 4-W VG [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-W VG per month - Zone 2	Local Channel - Dedicated - 4-W VG [shown here deaveraged]		2	ULDDX	ULDV4	$23.74	$201.53	$24.83	$55.52	$5.51			$20.35	$10.54	$13.30	$0.00
	Local Channel - Dedicated - 4-W VG per month - Zone 3	Local Channel - Dedicated - 4-W VG [shown here deaveraged]		3	ULDDX	ULDV4	$31.05	$201.53	$24.83	$55.52	$5.51			$20.35	$10.54	$13.30	$0.00
	Local Channel - Dedicated - DS1 Per Mile per month		*		ULDD1	1L5NC	$0.00										
	Local Channel - Dedicated - DS1 per month - Zone 1	Local Channel - Dedicated DS1 [shown here deaveraged]		1	ULDD1	ULDF1	$36.24	$277.35	$233.26	$33.18	$22.30			$45.68	$1.76	$21.75	$1.76
	Local Channel - Dedicated - DS1 per month - Zone 2	Local Channel - Dedicated DS1 [shown here deaveraged]		2	ULDD1	ULDF1	$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 DS1 [shown here deaveraged]		3	ULDD1	ULDF1	$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	Channelization - Channel System DS1 to DS0			UXTD1	MQ1	$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)	Interface Unit - Interface DS1 to DSO - OCU - DP Card			UDL	1D1DD	$1.82	$6.07	$4.66					$20.35	$9.80	$11.49	$1.18
	2-W ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month	Interface Unit - Interface DS1 to DSO - Brite Card			UDN	UC1CA	$3.10	$6.07	$4.66					$20.35	$9.80	$11.49	$1.18
	VG COCI - DS1 to DS0 Channel System - per month	Interface Unit - Interface DS1 to DSO - VG Card			UEA	1D1VG	$.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			UXTD1	MQ3	$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	Channelization - Channel System DS3 to DS1			UXTS1	MQ1	$222.98	$308.03	$108.47	$44.47	$42.62			$20.35	$9.80	$11.49	$1.18

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Recurring	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual Svc Order vs. Electronic-1st	Incremental Charge Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge Manual Svc Order vs. Electronic-Disc Add'l
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DS3 Interface Unit (DS1 COCI) used with [illegible] per month	Interface Unit - Interface DS3 to DS1			USL	UC1D1	$17.58	$6.07	$4.66					$20.35	$9.80	$11.49	$1.18
	DS3 Interface Unit (DS1 COCI) used with [illegible] Channel per month	Interface Unit - Interface DS3 to DS1			ULDD1	UC1D1	$17.58	$6.07	$4.66					$20.35	$9.80	$11.49	$1.18
	DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month	Interface Unit - Interface DS3 to DS1			UITD1	UC1D1	$17.58	$6.07	$4.66					$20.35	$9.80	$11.49	$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										
	NRC Dark Fiber - Local Channel	Dark Fiber, per 4 fiber strands, per route mile or fraction thereof			UDF	UDFC4		$1,219.22	$169.75	$453.22	$339.34						
	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	1L5DF	$53.23										
	NRC Dark Fiber - Interoffice Channel	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						
8XX ACCESS TEN DIGIT SCREENING																	
	8XX Access Ten Digit Screening, Per Call	800 Access Ten digit screening (800 ATDS) per call					$0.0005192										
	8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved	800 Access Ten digit screening Reservation Charge per 800 Number Reserved				N8R1X		$5.21	$0.76					$20.35			
	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				N4FTX		$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				N8FCX		$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 #				N8FMX		$5.23	$3.00								
	8XX Access Ten Digit Screening, Change Charge Per Request	800 Access Ten digit screening, Change Charge per Request				N8FAX		$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				N8FDX		$4.47									
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
	LIDB Common Transport Per Query	LIDB Common Transport per Query				OQT	$0.0000356										
	LIDB Validation Per Query	LIDB Validation per Query				OQU	$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					$0.0000916										
	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				USKCR		$179.60						$20.35			
AIN - BELLSOUTH 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									

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Recurring	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual Svc Order vs. Electronic-1st	Incremental Charge Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge Manual Svc Order vs. Electronic-Disc Add'l
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	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				CAMIP		$41.75									
	AIN SMS Access Service - User Identification Codes - Per User ID Code	AIN SMS Access Service - User ID Codes - Per User ID Code				CAMAU		$96.63									
	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		$113.67									
	AIN SMS Access Service - Storage, Per Use (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					$0.0120123										
	AIN SMS Access Service - Company Performed Session, Per Minute	AIN SMS Access Service - company performed session, per minute					$2.27										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup	AIN TS - Service Establishment Charge per State, Initial Setup				BAPSC		$132.04									
	AIN Toolkit Service - Training Session, Per Customer	AIN TS - Training Session, per Customer				BAPVX		$7,915									
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term Attempt	AIN TS - Trigger Access Charge, per Trigger per DN, Term Attempt				BAPTT		$31.21									
	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		$31.21									
	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		$31.21									
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit POOP	AIN TS - Trigger Access Charge, per Trigger per DN, 10-Digit POOP				BAPTO		$85.24									
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP	AIN TS - Trigger Access Charge, per Trigger per DN, CDP				BAPTC		$85.24									
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code	AIN TS - Trigger Access Charge, per Trigger per DN, Feature Code				BAPTF		$85.24									
	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									
ODUF/EDOUF/ADUF/CMDS																	
OPTIONAL DAILY USAGE FILE (ODUF)																	
	ODUF - Recording, per message	OSS OLEC Daily Usage File Recording per message					$0.0000044										
	ODUF - Message Processing, per message	OSS OLEC Daily Usage File Message Distribution per message					$0.0027366										
	ODUF - Message Processing, per Magnetic Tape provisioned	OSS OLEC Daily Usage File Message Distribution per magnetic tape provisioned					$52.75										
	ODUF - Data Transmission (CONNECT:DIRECT), per message	OSS OLEC Daily Usage File Data Transmission (Connect: Direct), per message					$0.0000339										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	

Cost Based Rates are applied where BellSouth is required by FCC and/or Commission rule to provide Unbundled Local Switching or Switch Ports. BellSouth is required to offer unbundled port/loop combinations that are Currently Combined in Tennessee unless the end user has four or more DS0 equivalent lines and is in Zone 1 of one of the Top 8 MSAs in BellSouth's region.

In the absence of ordered rates by a State Commission, the recurring rates for combinations of port/loop network elements will be the sum of the recurring rates for the UNEs which make up the combinations, and the nonrecurring rates shall be as set forth in this section.

Vertical features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Recurring	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR $OMEC	Svc Order Submitted Manually per LSR $OMAN	Incremental Charge Manual Svc Order vs. Electronic-1st $OMAN	Incremental Charge Manual Svc Order vs. Electronic-Add'l $OMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st $OMAN	Incremental Charge Manual Svc Order vs. Electronic-Disc Add'l $OMAN
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU)																
	For Currently Combined Combos in TN, the nonrecurring charges shall be those identified in the Nonrecurring Charges - Currently Combined sections.																
	2-W VG LOOP WITH 2-W LINE PORT (RES)																
	UNE Port/Loop Combination Rates																
	2-W VG Loop/Port Combo - Zone 1	2-W VG Loop with 2-W Line Port - Zone 1		1			$14.18										
	2-W VG Loop/Port Combo - Zone 2	2-W VG Loop with 2-W Line Port - Zone 2		2			$18.01										
	2-W VG Loop/Port Combo - Zone 3	2-W VG Loop with 2-W Line Port - Zone 3		3			$23.02										
	UNE Loop Rates																
	2-W VG Loop (SL1) - Zone 1		**	1	UEPRX	UEPLX	$12.29										
	2-W VG Loop (SL1) - Zone 2		**	2	UEPRX	UEPLX	$16.12										
	2-W VG Loop (SL1) - Zone 3		**	3	UEPRX	UEPLX	$21.13										
	2-W VG Line Port Rates (Res)																
	2-W voice unbundled port - residence		**		UEPRX	UEPRL	$1.89										
	2-W voice unbundled port with Caller ID-res		**		UEPRX	UEPRC	$1.89										
	2-W voice unbundled port outgoing only-res		**		UEPRX	UEPRO	$1.89										
	2-W VG unbundled Tennessee extended local dialing parity port with Caller ID-res		**		UEPRX	UEPAQ	$1.89										
	2-W voice unbundled Tennessee Area Calling port with Caller ID - res (FZR)		**		UEPRX	UEPAK	$1.89										
	2-W voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)		**		UEPRX	UEPAL	$1.89										
	2-W voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)		**		UEPRX	UEPAM	$1.89										
	2-W voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)		**		UEPRX	UEPAN	$1.89										
	2-W voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)		**		UEPRX	UEPAO	$1.89										
	2-W voice unbundles 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								
	LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)		**		UEPRX	LNPCX	$0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-W VG Loop / Line Port Combination - Conversion - Switch-as-is	2-W VG Loop/Line Port Combo - Switch as-is			UEPRX	USAC2		$1.03	$0.29					$30.89	$7.03		
	2-W VG Loop / Line Port Combination - Conversion - Switch with change		*		UEPRX	USACC		$1.03	$0.29					$30.89	$7.03		
	2-W VG Loop / Line Port Combination - Conversion - Subsequent Database Update	2-W VG Loop/Line Port Combo - Subsequent Database Update						$0.76						$7.97			
	Add'l NRCs																
	2-W VG Loop/Line Port Combination - Subsequent Activity		**		UEPRX	USAS2		$10.00	$10.00								
	2-W VG LOOP WITH 2-W LINE PORT (BUS)																
	UNE Port/Loop Combination Rates																
	2-W VG Loop/Port Combo - Zone 1	2-W VG Loop with 2-W Line Port - Zone 1		1			$14.18										
	2-W VG Loop/Port Combo - Zone 2	2-W VG Loop with 2-W Line Port - Zone 2		2			$18.01										
	2-W VG Loop/Port Combo - Zone 3	2-W VG Loop with 2-W Line Port - Zone 3		3			$23.02										
	UNE Loop Rates																
	2-W VG Loop (SL1) - Zone 1		**	1	UEPBX	UEPLX	$12.29										
	2-W VG Loop (SL1) - Zone 2		**	2	UEPBX	UEPLX	$16.12										
	2-W VG Loop (SL1) - Zone 3		**	3	UEPBX	UEPLX	$21.13										
	2-W VG Line Port (Bus)																
	2-W voice unbundled port w/o Caller ID-bus		**		UEPBX	UEPBL	$1.89										
	2-W voice unbundled port with Caller + E484 ID - bus		**		UEPBX	UEPBC	$1.89										
	2-W voice unbundled port outgoing only-bus		**		UEPBX	UEPBO	$1.89										
	2-W VG unbundled Tennessee extended local dialing parity port with Caller ID - bus		**		UEPBX	UEPAV	$1.89										

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Recurring	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Sve Order Submitted Elec per LSR SOMEC	Sve Order Submitted Manually per LSR SOMAN	Incremental Charge Manual Sve Order vs. Electronic-1st SOMAN	Incremental Charge Manual Sve Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Sve Order vs. Electronic-Disc 1st SOMAN	Incremental Charge Manual Sve Order vs. Electronic-Disc Add'l SOMAN
	2-W voice unbundled incoming only port with Caller ID - Bus		**		UEPBX	UPEBI	$1.89										
	2-W voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)		**		UEPBX	UEPAC	$1.89										
	2-W voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)		**		UEPBX	UEPAD	$1.89										
	2-W voice unbundled Tennessee Bus 2-Way Collierville & Memphis Local Calling Port (B2F)		**		UEPBX	UEPAE	$1.89										
LOCAL NUMBER PORTABILITY																	
	Local Number Portability (1 per port)		**		UEPBX	LNPCX	$0.35										
FEATURES																	
	All Available Vertical Features	[Exchange Ports includes all Applicable Features.]	**		UEPBX	UEPVF	$0.00	$0.00	$0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
	2-W VG Loop / Line Port Combination - Conversion - Switch-as-is	2-W VG Loop/Line Port Combo - Switch as-is			UEPBX	USAC2		$1.03	$0.29					$30.89	$7.03		
	2-W VG Loop / Line Port Combination - Conversion - Switch with change		*		UEPBX	USACC		$1.03	$0.29					$30.89	$7.03		
	2-W VG Loop / Line Port Combination - Conversion - Subsequent Database Update	2-W VG Loop/Line Port Combo - Subsequent Database Update						$0.76						$7.97			
Add'l NRCs																	
	2-W VG Loop/Line Port Combination - Subsequent Activity		**		UEPBX	USAS2		$10.00	$10.00								
2-W VG LOOP WITH 2-W LINE PORT (RES - PBX)																	
UNE Port/Loop Combination Rates																	
	2-W VG Loop/Port Combo - Zone 1	2-W VG Loop with 2-W Line Port - Zone 1		1			$14.18										
	2-W VG Loop/Port Combo - Zone 2	2-W VG Loop with 2-W Line Port - Zone 2		2			$18.01										
	2-W VG Loop/Port Combo - Zone 3	2-W VG Loop with 2-W Line Port - Zone 3		3			$23.02										
UNE Loop Rates																	
	2-W VG Loop (SL 1) - Zone 1		**	1	UEPRG	UEPLX	$12.39										
	2-W VG Loop (SL 1) - Zone 2		**	2	UEPRG	UEPLX	$16.22										
	2-W VG Loop (SL 1) - Zone 3		**	3	UEPRG	UEPLX	$21.23										
2-W VG Line Port Rates (RES - PBX)																	
	2-W 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								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
	2-W VG Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is	2-W VG Loop/Line Port Combo - Switch-as-is			UEPRG	USAC2		$1.03	$0.29					$30.89	$7.03		
	2-W VG Loop/ Line Port Combination (PBX) - Conversion - Switch with Change		*		UEPRG	USACC		$1.03	$0.29					$30.89	$7.03		
	2-W VG Loop / Line Port Combination - Conversion - Subsequent Database Update	2-W VG Loop/Line Port Combo - Subsequent Database Update						$0.76						$7.97			
Add'l NRCs																	
	2-W VG Loop/ Line Port Combination (PBX) - Subsequent Activity		**		UEPRG	USAS2		$10.00	$10.00					$30.89	$7.03		
2-W VG LOOP WITH 2-W LINE PORT (BUS - PBX)																	
UNE Port/Loop Combination Rates																	
	2-W VG Loop/Port Combo - Zone 1	2-W VG Loop with 2-W Line Port - Zone 1		1			$14.18										
	2-W VG Loop/Port Combo - Zone 2	2-W VG Loop with 2-W Line Port - Zone 2		2			$18.01										
	2-W VG Loop/Port Combo - Zone 3	2-W VG Loop with 2-W Line Port - Zone 3		3			$23.02										
UNE Loop Rates																	
	2-W VG Loop (SL 1) - Zone 1		**	1	UEPPX	UEPLX	$12.39										
	2-W VG Loop (SL 1) - Zone 2		**	2	UEPPX	UEPLX	$16.22										
	2-W VG Loop (SL 1) - Zone 3		**	3	UEPPX	UEPLX	$21.23										

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Recurring	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
2-W VG Line Port Rates (BUS - PBX)																	
	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	UEPPI	$1.79										
	2-W Voice Unbundled PBX LD Terminal Ports		**		UEPPX	UEPLD	$1.79										
	2-W Voice Unbundled 2-Way Combination PBX TN Calling Port		**		UEPPX	UEPT2	$1.79										
	2-W Voice Unbundled 1-Way Outgoing PBX TN Calling Port		**		UEPPX	UEPTO	$1.79										
	2-W Voice Unbundled 2-Way Combination PBX Usage Port		**		UEPPX	UEPXA	$1.79										
	2-W Voice Unbundled PBX Toll Terminal Hotel Ports		**		UEPPX	UEPXB	$1.79										
	2-W Voice Unbundled PBX LD DDD Terminals Port		**		UEPPX	UEPXC	$1.79										
	2-W Voice Unbundled PBX LD Terminal Switchboard Port		**		UEPPX	UEPXD	$1.79										
	2-W Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port		**		UEPPX	UEPXE	$1.79										
	2-W Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port		**		UEPPX	UEPXL	$1.79										
	2-W Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port		**		UEPPX	UEPXM	$1.79										
	2-W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Economy Admin Calling Port TN Calling Port		**		UEPPX	UEPXN	$1.79										
	2-W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port		**		UEPPX	UEPXO	$1.79										
	2-W Voice Unbundled 1-Way Outgoing PBX Measured Port		**		UEPPX	UEPXS	$1.79										
	2-W Voice Unbundled PBX Collierville and Memphis Calling Port		**		UEPPX	UEPXU	$1.79										
	2-W Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port		**		UEPPX	UEPXV	$1.79										
LOCAL NUMBER PORTABILITY																	
	Local Number Portability (1 per port)		**		UEPPX	LNPCP	$3.15										
FEATURES																	
	All Available Vertical Features	[Exchange Ports includes all Applicable Features.]	**		UEPPX	UEPVF	$0.00	$0.00	$0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																	
	2-W VG Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is	2-W VG Loop/Line Port Combo - Switch as-is			UEPPX	USAC2		$1.03	$0.29					$30.89	$7.03		
	2-W VG Loop/ Line Port Combination (PBX) - Conversion - Switch with Change		*		UEPPX	USACC		$1.03	$0.29					$30.89	$7.03		
	2-W VG Loop / Line Port Combination - Conversion - Subsequent Database Update	2-W VG Loop/Line Port Combo - Subsequent Database Update						$0.76						$7.97			
Add'l NRCs																	
	2-W VG Loop/ Line Port Combination (PBX) - Subsequent Activity		**		UEPPX	USAS2		$10.00	$10.00					$30.89	$7.03		
2-W VG LOOP- BUS ONLY - WITH 2-W DID TRUNK PORT																	
UNE Port/Loop Combination Rates																	
	2-W VG Loop/2-W DID Trunk Port Combo - Zone 1	2-W VG Loop with 2-W DID Trunk Port Zone 1		1			$18.38										
	2-W VG Loop/2-W DID Trunk Port Combo - Zone 2	2-W VG Loop with 2-W DID Trunk Port Zone 2		2			$19.87										
	2-W VG Loop/2-W DID Trunk Port Combo - Zone 3	2-W VG Loop with 2-W DID Trunk Port Zone 3		3			$25.52										
UNE Loop Rates																	
	2-W Analog VG Loop - (SL2) - UNE Zone 1			1	UEPPX	UECD1	$9.60										
	2-W Analog VG Loop - (SL2) - UNE Zone 2			2	UEPPX	UECD1	$11.09										
	2-W Analog VG Loop - (SL2) - UNE Zone 3			3	UEPPX	UECD1	$16.00										
UNE Port Rate																	
	Exchange Ports 2-W DID Port				UEPPX	UEPD1	$8.78										
NONRECURRING CHARGES - CURRENTLY COMBINED																	
	2-W VG Loop / 2-W DID Trunk Port Combination - Switch-as-is	2-W VG Loop with 2-W DID Trunk Port Combo - Switch-as-is			UEPPX	USAC1		$8.76	$5.75					$41.43	$9.80		

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Recurring	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual Svc Order vs. Electronic-1st	Incremental Charge Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge Manual Svc Order vs. Electronic-Disc Add'l
								First	Add'l	First	Add'l	$OMEC	$OMAN	$OMAN	$OMAN	$OMAN	$OMAN
	2-W VG Loop / 2-W DID Trunk Port Combination Conversion with Changes		*		UEPPX	USA1C		$8.76	$5.75			$3.50		$41.43	$9.80	$20.00	$20.00
	Telephone Number/Trunk Group Establishment Charges																
	DID Trunk Termination (One Per Port)		**		UEPPX	NDT	$0.00	$0.00	$0.00			$3.50		$41.43	$9.80	$20.00	$20.00
	DID #s, Establish Trunk Group & Provide First Group of 20 DID #s		**		UEPPX	NDZ	$0.00	$0.00	$0.00			$3.50		$41.43	$9.80	$20.00	$20.00
	Add'l DID #s for each Group of 20 DID #s		**		UEPPX	ND4	$0.00	$0.00	$0.00			$3.50		$41.43	$9.80	$20.00	$20.00
	DID #s, Non-consecutive DID #s, Per #		**		UEPPX	ND5	$0.00	$0.00	$0.00			$3.50		$41.43	$9.80	$20.00	$20.00
	LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)		**		UEPPX	LNPCP	$3.15	$0.00	$0.00								
	2-W ISDN DIGITAL GRADE LOOP WITH 2-W ISDN DIGITAL LINE SIDE PORT																
	UNE Port/Loop Combination Rates																
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - Zone 1	2-W ISDN Digital Grade Loop with 2-W ISDN Digital Line Side Port - Zone 1		1			$32.27							$19.99	$19.99	$20.00	$20.00
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - Zone 2	2-W ISDN Digital Grade Loop with 2-W ISDN Digital Line Side Port - Zone 2		2			$34.78							$19.99	$19.99	$20.00	$20.00
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - Zone 3	2-W ISDN Digital Grade Loop with 2-W ISDN Digital Line Side Port - Zone 3		3			$44.32							$19.99	$19.99	$20.00	$20.00
	UNE Loop Rates																
	2-W ISDN Digital Grade Loop - UNE Zone 1			1	UEPPB UEPPR	USL2X	$16.20										
	2-W ISDN Digital Grade Loop - UNE Zone 2			2	UEPPB UEPPR	USL2X	$18.71										
	2-W ISDN Digital Grade Loop - UNE Zone 3			3	UEPPB UEPPR	USL2X	$28.25										
	UNE Port Rate																
	Exchange Port - 2-W ISDN Line Side Port				UEPPB UEPPR	UEPPB	$16.07										
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-W ISDN Digital Grade Loop / 2-W ISDN Line Side Port Combination - Conversion	2-W ISDN Digital Grade Loop 2-W ISDN Line Side Port Combo - Switch-as-is			UEPPB	USACB		$117.23	$117.23			$3.50		$19.99	$19.99	$20.00	$20.00
	Add'l NRCs																
	2-W ISDN Digital Grade Loop / 2-W ISDN Line Side Port Combination-Non Feature Subs Activity	2-W ISDN Digital Grade Loop 2-W ISDN Line Side Port Combo - Non Feature Subsequent Activity			UEPPB	USASB		$212.88				$3.50		$19.99	$19.99	$20.00	$20.00
	LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)		**		UEPPR	LNPCX	$0.35	$0.00	$0.00								
	B-CHANNEL USER PROFILE ACCESS:																
	CVS/CSD (DMS/5ESS)		**		UEPPB	U1UCA	$0.00	$0.00	$0.00								
	CVS (EWSD)		**		UEPPB	U1UCB	$0.00	$0.00	$0.00								
	CSD		**		UEPPB	U1UCC	$0.00	$0.00	$0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
	CVS/CSD (DMS/5ESS)		**		UEPPB	U1UCD	$0.00	$0.00	$0.00								
	CVS (EWSD)		**		UEPPB	U1UCE	$0.00	$0.00	$0.00								
	CSD		**		UEPPB	U1UCF	$0.00	$0.00	$0.00								
	USER TERMINAL SERVICE PROFILE (EWSD ONLY)		**		UEPPB	U1UMA	$0.00	$0.00	$0.00								
	VERTICAL FEATURES																
	One per Channel B User Profile		**		UEPPB	UEPVF	$0.00	$0.00	$0.00								
	4-W DS1 DIGITAL LOOP WITH 4-W ISDN DS1 DIGITAL TRUNK PORT																
	UNE Port/Loop Combination Rates																
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - Zone 1	4-W DS1 Digital Loop with 4-W ISDN DS1 Digital Trunk Port - Zone 1		1			$132.58							$19.99	$19.99	$20.00	$20.00
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - Zone 2	4-W DS1 Digital Loop with 4-W ISDN DS1 Digital Trunk Port - Zone 2		2			$150.25							$19.99	$19.99	$20.00	$20.00
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - Zone 3	4-W DS1 Digital Loop with 4-W ISDN DS1 Digital Trunk Port - Zone 3		3			$173.44							$19.99	$19.99	$20.00	$20.00
	UNE Loop Rates																
	4-W DS1 Digital Loop - UNE Zone 1			1	UEPPP	USL4P	$57.73										
	4-W DS1 Digital Loop - UNE Zone 2			2	UEPPP	USL4P	$75.40										
	4-W DS1 Digital Loop - UNE Zone 3			3	UEPPP	USL4P	$98.59										
	UNE Port Rate																

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Recurring	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge Manual Svc Order vs. Electronic-Disc Add'l SOMAN
	Exchange Ports - 4-W ISDN DS1 Port				UEPPP	UEPPP	$74.85										
NONRECURRING CHARGES - CURRENTLY COMBINED																	
	4-W DS1 Digital Loop / 4-W ISDN DS1 Digital Trunk Port Combination - Conversion-Switch-as-is	4-W DS1 Digital Loop with 4-W ISDN DS1 Digital Trunk Port Combo - Switch-as-is			UEPPP	USACP		$328.53	$328.53					$19.99	$19.99	$20.00	$20.00
Add'l NRCs																	
	4-W DS1 Dig Loop / 4-W ISDN DS1 Dig Trunk Port Combination-Sub Channel Activation-Per Channel	4-W DS1 Digital Loop with 4-W ISDN DS1 Digital Trunk Port Combo - Subsequent Channel Activation - Per Channel			UEPPP	USASP		$28.39						$19.99	$19.99	$20.00	$20.00
	4-W DS1 Dig Loop / 4-W ISDN DS1 Dig Trunk Port Combination-Sub Inward/2-Way Telephone Numbers	4-W DS1 Digital Loop with 4-W ISDN DS1 Digital Trunk Port Combo - Subsequent Inward/2-way Telephone Numbers			UEPPP	PR7TG		$0.94						$19.99	$19.99	$20.00	$20.00
	4-W DS1 Dig Loop / 4-W ISDN DS1 Dig Trunk Port Combination-Sub Outward Telephone Numbers	4-W DS1 Digital Loop with 4-W ISDN DS1 Digital Trunk Port Combo - Subsequent Outward Telephone Numbers			UEPPP	PR7TP		$22.36						$19.99	$19.99	$20.00	$20.00
	4-W DS1 Dig Loop / 4-W ISDN DS1 Dig Trunk Port Combination-Subsequent Inward Telephone Numbers	4-W DS1 Digital Loop with 4-W ISDN DS1 Digital Trunk Port Combo - Subsequent Inward Telephone Numbers			UEPPP	PR7ZT		$44.71						$19.99	$19.99	$20.00	$20.00
	4-W DS1 Dig Loop / 4-W ISDN DS1 Dig Trunk Port Combination-Subsequent Service Order Per Order	4-W DS1 Digital Loop with 4-W ISDN DS1 Digital Trunk Port Combo - Subsequent Service Order Per Order			UEPPP	USASP		$149.76						$19.99	$19.99	$20.00	$20.00
LOCAL NUMBER PORTABILITY																	
	Local Number Portability (1 per port)		**		UEPPP	LNPCN	$1.75										
INTERFACE (Provisioning Only)																	
	Voice/Data		**		UEPPP	PR71V	$0.00										
	Digital Data		**		UEPPP	PR71D	$0.00										
	Inward Data		**		UEPPP	PR71E	$0.00										
CALL TYPES																	
	Inward		**		UEPPP	PR7CI	$0.00										
	Outward		**		UEPPP	PR7C0	$0.00										
	Two-way		**		UEPPP	PR7CC	$0.00										
4-W DS1 DIGITAL LOOP WITH 4-W DDITS TRUNK PORT																	
UNE Port/Loop Combination Rates																	
	4W DS1 Digital Loop/4W DDITS Trunk Port - Zone 1	4-W DS1 Digital Loop With 4-W DID Trunk Port - Zone 1		1			$93.28										
	4W DS1 Digital Loop/4W DDITS Trunk Port - Zone 2	4-W DS1 Digital Loop With 4-W DID Trunk Port - Zone 2		2			$110.95										
	4W DS1 Digital Loop/4W DDITS Trunk Port - Zone 3	4-W DS1 Digital Loop With 4-W DID Trunk Port - Zone 3		3			$134.14										
UNE Loop Rates																	
	4-W DS1 Digital Loop - UNE Zone 1			1	UEPDC	USLDC	$57.53										
	4-W DS1 Digital Loop - UNE Zone 2			2	UEPDC	USLDC	$75.40										
	4-W DS1 Digital Loop - UNE Zone 3			3	UEPDC	USLDC	$98.59										
UNE Port Rate																	
	4-W DDITS Digital Trunk Port				UEPDC	UDDIT	$35.55										
NONRECURRING CHARGES - CURRENTLY COMBINED																	
	4-W DS1 Digital Loop / 4-W DDITS Trunk Port Combination - Switch-as-is	4-W DS1 Digital Loop/4-W DID Trunk Port Combo-Switch-as-is			UEPDC	USAC4		$312.91	$312.91			$3.50		$19.99	$19.99	$20.00	$20.00
	4-W DS1 Digital Loop/4-W DDITS Trunk Port Combination-Conversion with DS1 Changes		*		UEPDC	USAWA		$312.91	$312.91			$3.50		$19.99	$19.99	$20.00	$20.00
	4-W DS1 Digital Loop/4-W DDITS Trunk Port Combination-Conversion with Change Trunk	4-W DS1 Digital Loop/4-W DID Trunk Port Combo - Switch-as-is			UEPDC	USAWB		$312.91	$312.91			$3.50		$19.99	$19.99	$20.00	$20.00
Add'l NRCs																	
	4-W DS1 Dig Loop/4-W DDITS Trunk Port Combination-Subsequent Service Activity Per Svc Ord	4-W DS1 Digital Loop 4-W 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-W DS1 Dig Loop/4-W DDITS Trk Port Combination-NRC-Sub Channel Activation-Per Chan1-2-Way Trk	4-W DS1 Digital Loop/4-W DID Trunk Port Combo - Subsequent Channel Activation Per Channel			UEPDC	UDTTA		$108.67				$3.50		$19.99	$19.99	$20.00	$20.00
	4-W DS1 Dig Loop/4-W DDITS Trk Port Combo-Sub Channel Activation-Per Chan1-1 Way Outward Trk	4-W DS1 Digital Loop/4-W DID Trunk Port Combo - Subsequent Channel Activation Per Channel			UEPDC	UDTTB		$108.67				$3.50		$19.99	$19.99	$20.00	$20.00

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
						Recurring	Nonrecurring		Nonrecurring Disconnect		5vc Order Submitted Elec per LSR	5vc Order Submitted Manually per LSR	Incremental Charge Manual 5vc Order vs. Electronic-1st	Incremental Charge Manual 5vc Order vs. Electronic-Add'l	Incremental Charge - Manual 5vc Order vs. Electronic-Disc 1st	Incremental Charge Manual 5vc Order vs. Electronic-Disc Add'l
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
4-W DS1 Dig Loop/4-W DDITS Trk Port Combo-Sub Chan Activation-Per Chan-1-Way Inward Trk w/o DID	4-W DS1 Digital Loop/4-W DID Trunk Port Combo - Subsequent Channel Activation Per Channel			UEPDC	UDTTC		$108.67				$3.50		$19.99	$19.99	$20.00	$20.00
4-W DS1 Dig Loop/4-W DDITS Trk Port Combo-Sub Chan Activation-Per Chan-1-Way Inwd Trk with DID	4-W DS1 Digital Loop/4-W DID Trunk Port Combo - Subsequent Channel Activation Per Channel			UEPDC	UDTTD		$108.67				$3.50		$19.99	$19.99	$20.00	$20.00
4-W DS1 Dig Loop/4-W DDITS Trk Port Combo-Sub Chan Activ'n-Per Chan-2-Way DID with User Trans	4-W DS1 Digital Loop/4-W DID Trunk Port Combo - Subsequent Channel Activation Per Channel			UEPDC	UDTTE		$108.67				$3.50		$19.99	$19.99	$20.00	$20.00
4-W DS1 Digital Loop / 4-W DDITS Trunk Port Combination - Subsequent Signaling Changes	4-W DS1 Digital Loop 4-W DID Trunk Port Combo - Subsequent Signaling Changes			UEPDC			$22.92				$3.50		$19.99	$19.99	$20.00	$20.00
4-W DS1 Digital Loop / 4-W DDITS Trunk Port Combination - Subsequent Service Order Per Order	4-W DS1 Digital Loop 4-W 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-W DS1 Dig Loop/4-W ISDN DS1 Digital Trunk Port Combination - Subsequent Telephone Numbers	4-W DS1 Digital Loop 4-W DID Trunk Port Combo - Subsequent Telephone Numbers			UEPDC			$88.68				$3.50		$19.99	$19.99	$20.00	$20.00
BIPOLAR 8 ZERO SUBSTITUTION																
Superframe Format - Conversion or New Install		**		UEPDC	CC0SF	$0.00	$0.00	$0.00								
Extended Superframe Format - Conversion or New Install		**		UEPDC	CC0EF	$0.00	$0.00	$0.00								
Superframe Format - Subsequent Activity		**		UEPDC	CC0SF	$0.00	$590.00	$590.00			$3.50		$19.99	$19.99	$20.00	$20.00
Extended Superframe Format - Subsequent Activity		**		UEPDC	CC0EF	$0.00	$590.00	$590.00			$3.50		$19.99	$19.99	$20.00	$20.00
Alternate Mark Inversion																
Superframe Format		**		UEPDC	MC0SF		$0.00	$0.00								
Extended SuperFrame Format		**		UEPDC	MC0PO		$0.00	$0.00								
Telephone Number/Trunk Group Establishment Charges																
Telephone # for 2-Way Trunk Group		**		UEPDC	UDTGX	$0.00					$3.50		$19.99	$19.99	$20.00	$20.00
Telephone # for 1-Way Outward Trunk Group		**		UEPDC	UDTGY	$0.00					$3.50		$19.99	$19.99	$20.00	$20.00
Telephone # for 1-Way Inward Trunk Group Without DID		**		UEPDC	UDTGZ	$0.00					$3.50		$19.99	$19.99	$20.00	$20.00
DID #s, Establish Trunk Group and Provide First Group of 20 DID #s		**		UEPDC	NDZ	$0.00					$3.50		$19.99	$19.99	$20.00	$20.00
Add'l DID #s for each Group of 20 DID #s		**		UEPDC	ND4	$0.00					$3.50		$19.99	$19.99	$20.00	$20.00
DID #s, Non- consecutive DID #s, Per #		**		UEPDC	ND5	$0.00					$3.50		$19.99	$19.99	$20.00	$20.00
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-W DS1 Digital Loop with 4-W DDITS 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 - Add'l 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 - Add'l 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 - Add'l rate per mile - 25+ miles		**		UEPDC	1LNOC	$0.3525					$3.50		$19.99	$19.99	$20.00	$20.00
Local Number Portability, per DS0 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-W VG EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
First 2-W Analog VG Loop - SL2/DS1 Interoffice Transport Combination - Zone 1	2-W VG Extended Loop With DS1 Dedicated Interoffice Transport (First 2-W VG with DS1 excluding mileage)-Zone 1		1	UNCVX	UEAL2	$176.10										
First 2-W Analog VG Loop - SL2/DS1 Interoffice Transport Combination - Zone 2	2-W VG Extended Loop With DS1 Dedicated Interoffice Transport (First 2-W VG with DS1 excluding mileage)-Zone 2		2	UNCVX	UEAL2	$181.17										
First 2-W Analog VG Loop - SL2/DS1 Interoffice Transport Combination - Zone 3	2-W VG Extended Loop With DS1 Dedicated Interoffice Transport (First 2-W VG with DS1 excluding mileage)-Zone 3		3	UNCVX	UEAL2	$187.82										

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Recurring	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual Svc Order vs. Electronic-1st	Incremental Charge Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge Manual Svc Order vs. Electronic-Disc Add'l
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month	Interoffice Transport Dedicated DS1 - Per Mile			UNC1X	IL5XX	$0.3562										
	Each Add'l 2-W Analog VG Loop- SL2 in the same DS1 Interoffice Transport Combination-Zone 1	2-W VG Extended Loop With DS1 Dedicated Interoffice Transport (Add'l 2-W VG Loop in same DS1 excluding mileage)-Zone 1		1	UNCVX	UEAL2	$17.47										
	Each Add'l 2-W Analog VG Loop- SL2 in the same DS1 Interoffice Transport Combination-Zone 2	2-W VG Extended Loop With DS1 Dedicated Interoffice Transport (Add'l 2-W VG Loop in same DS1 excluding mileage)-Zone 2		2	UNCVX	UEAL2	$22.54										
	Each Add'l 2-W Analog VG Loop- SL2 in the same DS1 Interoffice Transport Combination-Zone 3	2-W VG Extended Loop With DS1 Dedicated Interoffice Transport (Add'l 2-W VG Loop in same DS1 excluding mileage)-Zone 3		3	UNCVX	UEAL2	$29.19										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	Non-Recurring Cost for Extended Loop or Local Channel and Interoffice Combination-Switch as-is			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12						
4-W VG EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
	First 4-W Analog VG Loop/DS1 Interoffice Transport Combination - Zone 1	4-W VG Extended Loop With DS1 Dedicated Interoffice Transport (First 4-W 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage)-Zone 1		1	UNCVX	UEAL4	$184.24										
	First 4-W Analog VG Loop/DS1 Interoffice Transport Combination - Zone 2	4-W VG Extended Loop With DS1 Dedicated Interoffice Transport (First 4-W 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage)-Zone 2		2	UNCVX	UEAL4	$191.80										
	First 4-W Analog VG Loop/DS1 Interoffice Transport Combination - Zone 3	4-W VG Extended Loop With DS1 Dedicated Interoffice Transport (First 4-W 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage)-Zone 3		3	UNCVX	UEAL4	$201.72										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month	Interoffice Transport - Dedicated - DS1 - Per Mile			UNC1X	IL5XX	$0.3562										
	Add'l 4-W Analog VG Loop in same DS1 Interoffice Transport Combination - Zone 1	4-W VG Extended Loop With DS1 Dedicated Interoffice Transport (Add'l 4-W 56 or 64 kbps in same DS1 excluding mileage)-Zone 1		1	UNCVX	UEAL4	$25.61										
	Add'l 4-W Analog VG Loop in same DS1 Interoffice Transport Combination - Zone 2	4-W VG Extended Loop With DS1 Dedicated Interoffice Transport (Add'l 4-W 56 or 64 kbps in same DS1 excluding mileage)-Zone 2		2	UNCVX	UEAL4	$33.17										
	Add'l 4-W Analog VG Loop in same DS1 Interoffice Transport Combination - Zone 3	4-W VG Extended Loop With DS1 Dedicated Interoffice Transport (Add'l 4-W 56 or 64 kbps in same DS1 excluding mileage)-Zone 3		3	UNCVX	UEAL4	$43.09										
	Nonrecurring Currently Combined Network Elements Switch - As-Is Charge	Non-Recurring Cost for Extended Loop or Local Channel and Interoffice combination Switch-as-is			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12						
4-W 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
	First 4-W 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (First 4-W 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage)-Zone 1		1	UNCDX	UDL56	$190.64										

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Recurring	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge Manual Svc Order vs. Electronic-Disc Add'l SOMAN
	First 4-W 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (First 4-W 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage)-Zone 2		2	UNCDX	UDL56	$200.16										
	First 4-W 56Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (First 4-W 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage)-Zone 3		3	UNCDX	UDL56	$212.65										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month	Interoffice Transport - Dedicated - DS1 - Per Mile			UNC1X	1L5XX	$0.3562										
	Add'l 4-W 56Kbps Digital Grade Loops same DS1 Interoffice Transport Combination - Zone 1	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (Add'l 4-W 56 or 64 kbps Digital Grade Loop in same DS1 excluding mileage)-Zone 1		1	UNCDX	UDL56	$32.01										
	Add'l 4-W 56Kbps Digital Grade Loops same DS1 Interoffice Transport Combination - Zone 2	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (Add'l 4-W 56 or 64 kbps Digital Grade Loop in same DS1 excluding mileage)-Zone 2		2	UNCDX	UDL56	$41.52										
	Add'l 4-W 56Kbps Digital Grade Loops same DS1 Interoffice Transport Combination - Zone 3	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (Add'l 4-W 56 or 64 kbps Digital Grade Loop in same DS1 excluding mileage)-Zone 3		3	UNCDX	UDL56	$54.02										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	Nonrecurring Cost for Extended Loop or Local Channel & Interoffice Combination Switch-as-is			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12						
4-W 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
	First 4-W 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 1	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (First 4-W 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage)-Zone 1		1	UNCDX	UDL64	$190.64										
	First 4-W 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 2	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (First 4-W 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage)-Zone 2		2	UNCDX	UDL64	$200.16										
	First 4-W 64Kbps Digital Grade Loop/DS1 Interoffice Transport Combination - Zone 3	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (First 4-W 56 or 64 kbps Digital Grade Loop with DS1 excluding mileage)-Zone 3		3	UNCDX	UDL64	$212.65										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month	Interoffice Transport-Dedicated-DS1-Per Mile			UNC1X	1L5XX	$0.3562										
	Add'l 4-W546Kbps Digital Grade Loops same DS1 Interoffice Transport Combination - Zone 1	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (Add'l 4-W 56 or 64 kbps Digital Grade Loop in same DS1 excluding mileage) Zone 1		1	UNCDX	UDL64	$32.01										
	Add'l 4-W546Kbps Digital Grade Loops same DS1 Interoffice Transport Combination - Zone 2	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (Add'l 4-W 56 or 64 kbps Digital Grade Loop in same DS1 excluding mileage)-Zone 2		2	UNCDX	UDL64	$41.52										
	Add'l 4-W546Kbps Digital Grade Loops same DS1 Interoffice Transport Combination - Zone 3	4-W 56 or 64 kbps Extended Digital Loop With Dedicated DS1 Interoffice Transport (Add'l 4-W 56 or 64 kbps Digital Grade Loop in same DS1 excluding mileage)-Zone 3		3	UNCDX	UDL64	$54.02										
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge	Nonrecurring Cost for Extended Loop or Local Channel & Interoffice Combination Switch-as-is			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12						
2-W VG DEDICATED EXTENDED LOCAL CHANNEL WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Recurring	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge Manual Svc Order vs. Electronic-Disc Add'l
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	First 2-W Local Channel with/DS1 Interoffice Transport Combination - Zone 1	Extended 2-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (First 2-W Local Channel with DS1 excluding mileage) - Zone 1		1			$176.72										
	First 2-W Local Channel with/DS1 Interoffice Transport Combination - Zone 2	Extended 2-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (First 2-W Local Channel with DS1 excluding mileage) - Zone 2		2			$181.98										
	First 2-W Local Channel with/DS1 Interoffice Transport Combination - Zone 3	Extended 2-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (First 2-W Local Channel with DS1 excluding mileage) - Zone 3		3			$188.88										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month	Interoffice Transport - Dedicated - DS1 - Per Mile			UNC1X	UITF1	$0.3562										
	Add'l 2-W VG Channel in Same DS1 Interoffice Transport Combination - Zone 1	Extended 2-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (Add'l 2-W VG Channel in same DS1 excluding mileage) -Zone 1		1			$18.09										
	Add'l 2-W VG Channel in Same DS1 Interoffice Transport Combination - Zone 2	Extended 2-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (Add'l 2-W VG Channel in same DS1 excluding mileage) -Zone 2		2			$23.35										
	Add'l 2-W VG Channel in Same DS1 Interoffice Transport Combination - Zone 3	Extended 2-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (Add'l 2-W VG 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 & Interoffice combination Switch-as-is			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12						
4-W VG DEDICATED EXTENDED LOCAL CHANNEL WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
	First 4-W Local Channel with/DS1 Interoffice Transport Combination - Zone 1	Extended 4-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (First 4-W Local Channel with DS1 excluding mileage) - Zone 1		1			$177.73										
	First 4-W Local Channel with/DS1 Interoffice Transport Combination - Zone 2	Extended 4-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (First 4-W Local Channel with DS1 excluding mileage) - Zone 2		2			$183.29										
	First 4-W Local Channel with/DS1 Interoffice Transport Combination - Zone 3	Extended 4-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (First 4-W Local Channel with DS1 excluding mileage) - Zone 3		3			$190.59										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month	Interoffice Transport - Dedicated - DS1 - Per Mile			UNC1X	UITF1	$0.3562										
	Add'l 4-W VG Channel in Same DS1 Interoffice Transport Combination - Zone 1	Extended 4-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (Add'l 4-W VG Channel in same DS1 excluding mileage) -Zone 1		1			$19.09										
	Add'l 4-W VG Channel in Same DS1 Interoffice Transport Combination - Zone 2	Extended 4-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (Add'l 4-W VG Channel in same DS1 excluding mileage) -Zone 2		2			$24.66										
	Add'l 4-W VG Channel in Same DS1 Interoffice Transport Combination - Zone 3	Extended 4-W VG Dedicated Local Channel with Dedicated DS1 Interoffice Transport (Add'l 4-W VG Channel in same DS1 excluding mileage) -Zone 3		3			$31.96										

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Recurring	Nonrecurring First	Nonrecurring Addl	Nonrecurring Disconnect First	Nonrecurring Disconnect Addl	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge Manual Svc Order vs. Electronic-Addl SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge Manual Svc Order vs. Electronic-Disc Addl SOMAN
	Nonrecurring Currently Combined Network Elements Switch - As-Is Charge	Nonrecurring Cost for Extended Loop or Local Channel & Interoffice Combination Switch-as-is			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12						
4-W DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
	First 4-W DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1	Extended 4-W DS1 Digital Loop With Dedicated DS1 Interoffice Transport (First 4-W DS1 Digital Loop with DS1 excluding mileage) - Zone 1		1	UNC1X	USLXX	$135.59										
	First 4-W DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2	Extended 4-W DS1 Digital Loop With Dedicated DS1 Interoffice Transport (First 4-W DS1 Digital Loop with DS1 excluding mileage) - Zone 2		2	UNC1X	USLXX	$153.26										
	First 4-W DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3	Extended 4-W DS1 Digital Loop With Dedicated DS1 Interoffice Transport (First 4-W DS1 Digital Loop with DS1 excluding mileage) - Zone 3		3	UNC1X	USLXX	$176.45										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month	Interoffice Transport - Dedicated - DS1 - Per Mile			UNC1X	U1TF1	$0.3562										
	Addl 4-W DS1 Digital Loop in same same DS1 Interoffice Transport Combination - Zone 1	Extended 4-W DS1 Digital Loop With Dedicated DS1 Interoffice Transport (Addl 4-W DS1 Digital Loop in same DS1 excluding mileage) - Zone 1		1	UNC1X	USLXX	$57.73										
	Addl 4-W DS1 Digital Loop in same same DS1 Interoffice Transport Combination - Zone 2	Extended 4-W DS1 Digital Loop With Dedicated DS1 Interoffice Transport (Addl 4-W DS1 Digital Loop in same DS1 excluding mileage) - Zone 2		2	UNC1X	USLXX	$75.40										
	Addl 4-W DS1 Digital Loop in same same DS1 Interoffice Transport Combination - Zone 3	Extended 4-W DS1 Digital Loop With Dedicated DS1 Interoffice Transport (Addl 4-W DS1 Digital Loop in same DS1 excluding mileage) - Zone 3		3	UNC1X	USLXX	$98.59										
	Nonrecurring Currently Combined Network Elements Switch - As-Is Charge	Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch-as-is			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12						
Currently Combined Network Transport Elements (Non-Switched Combinations Resulting from a Conversion)																	
Local Channel - Dedicated - 2-W VG																	
	Monthly Recurring per month		**		UNCVX	ULDV2	$19.43	$199.33	$24.16	$54.81	$4.80			$20.35	$10.54	$13.30	
	Monthly Recurring per mile per month		**		UNCVX	1L5NC	$0.00										
Local Channel - Dedicated - 2-W VG - Rev Bat.																	
	Monthly Recurring per month		**		UNCVX	ULDR2	$19.43	$199.33	$24.16	$54.81	$4.80			$20.35	$10.54	$13.30	
	Monthly Recurring per mile per month		**		UNCVX	1L5NC	$0.00										
Local Channel - Dedicated - 4-W VG																	
	Monthly Recurring per month		**		UNCVX	ULDV4	$20.56	$201.53	$24.83	$55.52	$5.51			$20.35	$10.54	$13.30	
	Monthly Recurring per mile per month		**		UNCVX	1L5NC	$0.00										
Local Channel - Dedicated - DS1																	
	DS1 Monthly Recurring per month		**		UNC1X	ULDF1	$20.56	$201.53	$24.83	$55.52	$5.51			$20.35	$10.54	$13.30	
	Monthly Recurring per mile per month		**		UNC1X	1L5NC	$0.00										
Interoffice Channel - Dedicated - 2-W VG																	
	Interoffice Channel - Dedicated 2-W VG - per mile per month		**		UNCVX	1L5XX	$0.0174										
	Interoffice Channel - Dedicated 2-W VG - Facility Termination per month		**		UNCVX	U1TV2	$18.58	$55.39	$17.37	$27.96	$3.51			$20.35	$21.09	$9.80	$10.54
Interoffice Channel - Dedicated - 2-W VG Rev Battery																	
	Interoffice Channel - Dedicated 2-W VG - per mile per month		**		UNCVX	1L5XX	$0.02										
	Interoffice Channel - Dedicated 2-W VG - Facility Termination per month		**		UNCVX	U1TR2	$18.58	$55.39	$17.37	$27.96	$3.51			$20.35	$21.09	$9.80	$10.54
Interoffice Channel - Dedicated - 56kbps																	
	Interoffice Channel - Dedicated- 56 kbps - per mile per month		**		UNCDX	1L5XX	$0.0174										
	Interoffice Channel - Dedicated - 56 kbps - Facility Termination per month		**		UNCDX	U1TD5	$17.98	$55.39	$17.37	$27.96	$3.51			$20.35	$21.09	$9.80	$10.54

UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
						Recurring	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge Manual Svc Order vs. Electronic-Disc Add'l SOMAN
Interoffice Channel - Dedicated - 64kbps																
Interoffice Channel - Dedicated - 64 kbps - per mile per month		**		UNCDX	1L5XX	$0.02										
Interoffice Channel - Dedicated - 64 kbps - Facility Termination per month		**		UNCDX	U1TD6	$17.98	$55.39	$17.37	$27.96	$3.51			$20.35	$21.09	$9.80	$10.54
Interoffice Channel - Dedicated - DS1																
Interoffice Channel - Dedicated - DS1 - per mile per month		**		UNC1X	1L5XX	$0.3562										
Interoffice Channel - Dedicated - DS1 - Facility Termination per month		**		UNC1X	U1TF1	$77.86	$112.40	$76.27	$19.55	$14.99			$20.35	$21.09	$9.80	$10.54
Local Loop - Dedicated - 2-W VG																
Local Loop - Dedicated - 2-W VG - Monthly Recurring per month - Zone 1		**	1	UNCVX	UEAL2	$16.56	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	
Local Loop - Dedicated - 2-W VG - Monthly Recurring per month - Zone 2		**	2	UNCVX	UEAL2	$21.63	$192.97	$140.72	$28.70	$17.64			$20.35	$10.54	$13.32	
Local Loop - Dedicated - 2-W VG - Monthly Recurring per month - Zone 3		**	3	UNCVX	UEAL2	$28.28	$192.97	$140.72	$28.70	$17.64			$20.35	$10.54	$13.32	
Local Loop - Dedicated - 2-W VG - Monthly Recurring per mile per month		**		UNCVX	1L5ND	$0.00										
Local Loop - Dedicated - 2-W VG - Rev Bat - Monthly Recurring per month - Zone 1		**	1	UNCVX	UEAR2	$16.56	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	
Local Loop - Dedicated - 2-W VG - Rev Bat - Monthly Recurring per month - Zone 2		**	2	UNCVX	UEAR2	$21.63	$192.97	$140.72	$28.70	$17.64			$20.35	$10.54	$13.32	
Local Loop - Dedicated - 2-W VG - Rev Bat - Monthly Recurring per month - Zone 3		**	3	UNCVX	UEAR2	$28.28	$192.97	$140.72	$28.70	$17.64			$20.35	$10.54	$13.32	
Monthly Recurring per mile per month		**		UNCVX	1L5ND	$0.00										
Local Loop - Dedicated - 4-W VG																
Local Loop - Dedicated - 4-W VG - Monthly Recurring per month - Zone 1		**	1	UNCVX	UEAL4	$24.70	$122.76	$85.57	$76.35	$39.16			$20.35	$10.54	$13.32	
Local Loop - Dedicated - 4-W VG - Monthly Recurring per month - Zone 2		**	2	UNCVX	UEAL4	$32.25	$122.76	$85.57	$76.35	$39.16			$20.35	$10.54	$13.32	
Local Loop - Dedicated - 4-W VG - Monthly Recurring per month - Zone 3		**	3	UNCVX	UEAL4	$42.17	$122.76	$85.57	$76.35	$39.16			$20.35	$10.54	$13.32	
Monthly Recurring per mile per month		**		UNCVX	1L5ND	$0.00										
Local Loop - Dedicated - 2-W ISDN Digital																
Local Loop - Dedicated - 2-W ISDN - Monthly Recurring per month - Zone 2		**	2	UNCVX	U1L2X	$29.02	$142.76	$88.88	$76.35	$39.16			$20.35	$10.54	$13.32	
Local Loop - Dedicated - 2-W ISDN - Monthly Recurring per month - Zone 3		**	3	UNCVX	U1L2X	$37.95	$142.76	$88.88	$76.35	$39.16			$20.35	$10.54	$13.32	
Monthly Recurring per mile per month		**		UNCVX	1L5ND	$0.00										
Local Loop - Dedicated - 4-W 56 kbps Digital																
Local Loop - Dedicated - 4-W 56 kbps Digital - Monthly Recurring per month - Zone 1		**	1	UNCVX	UDL56	$31.10	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
Local Loop - Dedicated - 4-W 56 kbps Digital - Monthly Recurring per month-Zone 3		**	3	UNCVX	UDL56	$53.11	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
4-W 56 kbps Digital Grade Loop per mile per month		**		UNCVX	1L5ND	$0.00										
Local Loop - Dedicated - 4-W 64 kbps Digital																
Local Loop - Dedicated - 4-W 64 kbps Digital - Monthly Recurring per month - Zone 1		**	1	UNCVX	UDL64	$31.10	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
Local Loop - Dedicated - 4-W 64 kbps Digital - Monthly Recurring per month-Zone 2		**	2	UNCVX	UDL64	$40.61	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
Local Loop - Dedicated - 4-W 64 kbps Digital - Monthly Recurring per month-Zone 3		**	3	UNCVX	UDL64	$53.11	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	
4-W 64 kbps Digital Grade Loop per mile per month		**		UNCVX	1L5ND	$0.00										
Local Loop - Dedicated - DS1																
Local Loop - Dedicated - DS1 - Monthly Recurring per month - Zone 1		**	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		**	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		**	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	1L5ND	$0.00										
DS1 Channelization																
DS1 to DS0 Channel System per month		**		UNC1X	MQ1	$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)		**		UNCDX	1D1DD	$1.82	$6.07	$4.66					$20.35	$9.80	$11.49	$1.18
2-W ISDN COCI (BRITE) - DS1 to DS0 Channel System - per month		**		UNCNX	UC1CA	$3.10	$6.07	$4.66					$20.35	$9.80	$11.49	$1.18
VG COCI DS1 to DS0 Channel System-per month		**		UNCVX	1D1VG	$0.91	$6.07	$4.66					$20.35	$9.80	$11.49	$1.18

	UNBUNDLED NETWORK ELEMENT	UNBUNDLED NETWORK ELEMENT AS STATED IN DOCKET 97-01262	Not in TRA Dkt 97-01262	Zone	BCS	USOC	RATES					OSS RATES					
							Recurring	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge Manual Svc Order vs. Electronic-Disc Add'l
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
MULTIPLEXERS																	
	DS3 to DS1 Channel System per month		**		UNC3X	MQ3	$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		**		UNCSX	MQ3	$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.

UNBUNDLED NETWORK ELEMENT	Interim or Perm.	Zone	BCS	USOC	RATES					OSS RATES					
					Recurring	Nonrecurring First	Nonrecurring Add'l	Nonrecurring* Disconnect First	Nonrecurring* Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge Manual Svc Order vs. Electronic-Disc Add'l
										SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MODIFICATION															
Unbundled Loop Modification - Load Coil / Equipment Removal per 2 Wire pair - short	I		UAL, UHL, UCL	ULM2L		$65 40						$20 35	$10 54		
Unbundled Loop Modification - Load Coil / Equipment Removal per 2 Wire pair - long	I		UAL, UHL, UCL	ULM2G		$710 71	$23 77					$20 35	$10 54		
Unbundled Loop Modification - Load Coil - Equipment Removal per 4 Wire pair - short	I		UAL, UHL, UCL	ULM4L		$65 40						$20 35	$10 54		
Unbundled Loop Modification - Load Coil / Equipment Removal per 4 Wire pair - long	I		UAL, UHL, UCL	ULM4G		$710 71	$23 77					$20 35	$10 54		
Unbundled Loop Modification - Bridged Tap Removal, per pair unloaded	I		UAL, UHL, UCL	ULMBT		$65 44						$20 35	$10 54		
SUB-LOOPS															
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 Intrabuilding Network Cable (INC)	I		UEANL	USBR2	$1 35	$94 56	$29 35					$20 35	$10 54	$13 32	
Sub-Loop 4-Wire Intrabuilding 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 - Preordering Without Reservation, per working facility queried (Manual)	I			UMKLW		$100 00	$100 00								
LMU - Preordering Without Reservation, per spare facility queried (Manual)	I			UMKLW		$100 00	$100 00								
LMU - Preordering With Reservation, per spare facility queried (Manual)	I			UMKLP		$100 00	$100 00								
LMU - Preordering Without Reservation, per working facility queried (Mechanized)	I					$0 6888	$0 6888								
LMU - Preordering Without Reservation, per spare facility queried (Mechanized)	I					$0 6888	$0 6888								
LMU - Preordering With Reservation, per spare facility queried (Mechanized)	I					$0 6888	$0 6888								
Note: Max number of spare facilities per manual LMUSI is 3 Max number of spare facilities per mechanized LMUSI is 10															
Line Sharing Splitter															
Line Sharing Splitter, per System 96 Line Capacity	I			ULSDA	$100 00	$150 00	$0 00	$150 00	$0 00			$20 35	$10 54	$13 32	
Line Sharing Splitter, per System 24 Line Capacity	I			ULSDB	$25 00	$150 00	$0 00	$150 00	$0 00			$20 35	$10 54	$13 32	
Line Sharing Splitter - per Line Activation **	I			ULSDC	$0 61	$40 00	$21 39					$20 35	$10 54	$13 32	
Line Sharing Splitter - per Subsequent Activity per Line Rearrangement	I			ULSDS		$30 00	$15 00					$20 35	$10 54	$13 32	

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

* Pursuant to the Tennessee Regulatory Authority's orders in Docket No. 00-00544, the Non-Recurring 1st, Non-Recurring Add'l, Disconnect 1st, and Disconnect Add'l rates are interim rates subject to true-up once permanent rates are established by the Authority

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

Attachment 3

Network Interconnection

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Definitions

The following definitions are for the purpose of this Attachment 3 Network Interconnection.

Point of Interconnection. "Point of Interconnection" or "POI" means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between the Parties for the Local Interconnection of their networks. Unless otherwise mutually agreed, SBCT will be responsible for engineering and maintaining its network on its side of the POI and BellSouth will be responsible for engineering and maintaining its network on its side of the POI.

Call Transport and Termination

"Call Transport" is defined as "transport" in 47 CFR § 51.701(c).

"Call Termination" is defined as "termination" in 47 CFR § 51.701(d).

Primary High Usage (PH) is defined as a trunk group that is offered first route traffic only and designed to overflow to an alternate route.

Scope of Attachment 3-Network Interconnection

The Parties shall provide Interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access) between the respective business and residential customers of the Parties pursuant to Section 251(c) of the Act and on the following terms:

Attachment 3-Network Interconnection describes the physical architecture for said Interconnection of the Parties' facilities and equipment.

Attachment 3-Network Interconnection prescribes the trunk groups (and traffic routing parameters) that will be configured over the physical Interconnection described herein.

Attachment 3-Network Interconnection is subject to the General Terms and conditions of this Agreement.

1. Network Interconnection

All negotiated rates, terms and conditions set forth in this Attachment pertain only to the provision of network interconnection where SBCT owns, leases from a third Party, or otherwise provides its switch(es).

1.1 Requests to BellSouth for interconnection via methods other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) process set out in General Terms and Conditions.

1.1.1 The POI must be located within the LATA in which Local Traffic is originating. The POI determines the point at which the originating Party shall pay the terminating Party for the call transport and termination of that traffic.

1.1.1.1 Pursuant to the provisions of this Attachment, the location of the POI shall be established by mutual agreement of the Parties. In selecting the POI, both Parties will act in good faith and select the point which is most efficient for both Parties. Each Party shall be responsible for engineering and maintaining the network on its side of the POI. Additional POIs in a particular LATA may be established by mutual agreement of the Parties. If the Parties are unable to agree to a mutual POIs, each Party will designate the POI for its originated traffic. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of local and intraLATA toll traffic between each other, the Parties shall mutually agree to the location of the POI(s).

1.2 **Interconnection via Dedicated Transport Facilities**

1.2.1 As part of Local Interconnection Call Transport and Termination, the originating Party may purchase Local Channel facilities (i.e. entrance facilities) from the terminating Party from the originating Party's specified POI to its serving wire center. The portion of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Local Channel used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.

1.2.2 Additionally, either Party may purchase Dedicated Interoffice Transport facilities from its designated serving wire center to the other Party's first point of switching. The portion of Dedicated Interoffice Transport facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Dedicated Interoffice Transport used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.

1.2.3 For the purposes of this Attachment, **Local Channel** (i.e. entrance facility) is defined as a switch transport facility between a Party's Point of Interconnection and its Serving Wire Center.

1.2.4 For the purposes of this Attachment, **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Interconnection.

1.2.5 For the purposes of this Attachment, **Dedicated Interoffice Transport** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching on the other Party's common (shared) network.

1.2.6 **Leased Facilities**

1.2.6.1 SBCT may obtain leased facilities from 3rd party providers. BellSouth is responsible for compensating SBCT for the transport of BellSouth originated traffic via SBCT 3rd party leased facilities.

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. Point of Interconnection "POI").

1.3.2 If SBCT elects to interconnect with BellSouth pursuant to a Fiber Meet, SBCT and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the purpose of transmission and routing of local and exchange access traffic via a Local Channel facility at either the DS0, DS1, or DS3 level. The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select their transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility. The Data Communications Channel (DCC) must be turned off.

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") in a capacity sufficient to provision and maintain all trunk groups prescribed in Attachment 3, Network Interconnection.

1.3.4 SBCT shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the SBCT Interconnection Wire Center ("SBCT Wire Center") in a capacity sufficient to provision and maintain all trunk groups prescribed in Attachment 3, Network Interconnection.

1.3.5 BellSouth shall designate a Point of interconnection outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable SBCT to deliver, fiber optic facilities into the Point of Interconnection 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 Point of Interconnection. A Common Language Location Identification ("CLLI") code will be established for each Point of Interconnection. The code established must be a building type code. All orders shall originate from the Point of Interconnection (i.e., Point of Interconnection to SBCT, Point of Interconnection to BellSouth).

1.3.6 SBCT shall deliver and maintain such strands wholly at its own expense. Upon verbal request by SBCT, BellSouth shall allow SBCT access to the Fiber Meet entry point for mairtenance purposes as promptly as possible.

1.3.7 Alternative Fiber Meet design options may be mutually developed and agreed to by the Parties.

1.3.8 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.

1.3.9 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.

1.3.10 The Parties shall compensate each other for use of the Fiber Meet facility as mutually agreed upon. Charges incurred for other services including dedicated transport facilities will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the BellSouth Interstate or Intrastate Access Services Tariff).

1.4 **Collocation**

1.4.1 **Physical Collocation Interconnection**

1.4.1.1 When SBCT provides their own facilities or uses the facilities of a 3rd party to a BellSouth Tandem or End Office and wishes to place their own transport terminating equipment at that location, SBCT may Interconnect using the provisions of Physical Collocation as set forth in Attachment 4-Collocation or the applicable state tariff.

1.4.2 **Virtual Collocation Interconnection**

1.4.2.1 When SBCT provides their own facilities or uses the facilities of a 3rd party to a BellSouth Tandem or End Office and wishes for BellSouth to place transport

terminating equipment at that location on SBCT's behalf, they may Interconnect using the provisions of Virtual Collocation as set for in Attachment 4-Collocation or the applicable state tariff.

1.5 **Other Network Interconnection Methods**

1.5.1 In addition to the methods of interconnection provided by BellSouth in this Attachment, BellSouth shall provide interconnection at any technically feasible point within BellSouth's network, including (i) the line-side of a local switch, (ii) the trunk-side of a local switch, (iii) the trunk Interconnection points for a tandem switch, (iv) central office cross-connect points, and (v) out-of-band signaling transfer points necessary to exchange traffic at these points and access call related databases and, (vi) the points of access to UNEs as described in 47 CFR Section 51.319.

1.5.2 In addition to the methods of interconnection provided by SBCT in this Attachment, SBCT shall provide interconnection at (i) the line side of a local switch, (ii) the trunk side of a local switch and (iii) the trunk interconnection points for a tandem switch. If, in order to accommodate a request of SBCT, a method of interconnection other than (i), (ii), or (iii) immediately above is required, the Parties will work cooperatively to facilitate such other Interconnection method.

2. **Interconnection Trunk Group Architectures**

2.1 BellSouth and SBCT 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 SBCT shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of SBCT originated local and intraLATA toll traffic and for the receipt and delivery of Transit Traffic. To the extent SBCT 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 SBCT has established interconnection trunk groups to, SBCT shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems or order interconnection trunk groups to such other BellSouth access tandems.

2.2.1 Notwithstanding the forgoing, SBCT shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where SBCT has homed (i.e. assigned) its NPA/NXXs. SBCT 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). SBCT shall enter its NPA/NXX access and/or local tandem homing arrangement into the LERG.

2.2.2 Interconnection to a BellSouth local Tandem will provide SBCT local access for local traffic within the local calling area defined in the BellSouth General Subscriber Services Tariff served by the local tandem and to the BellSouth End Offices and NXX Codes which subtend that Tandem, and to other LECs which are connected to that Tandem. Interconnection to a BellSouth End Office will provide SBCT access only to the NXX Codes served by the individual End Office to which SBCT interconnects. Additionally, when a specified local calling area is served by more than one BellSouth local tandem, SBCT must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Switched access traffic, Type 2A wireless or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion.

2.2.2 Interconnection to a BellSouth access Tandem will provide SBCT interexchange access to all providers including CLECs, CMRS providers, IXCs, and LECs which are connected to that Tandem.

2.3 Switched Access traffic will be delivered to and by Interexchange Carriers (IXCs) based on SBCT's NXX Access Tandem homing arrangement as specified by SBCT in the Local Exchange Routing Guide (LERG).

2.4 Any SBCT interconnection request that deviates from the interconnection trunk group architectures as described in this Agreement that affects traffic delivered to SBCT from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require SBCT to submit a Bona Fide Request/New Business Request (BFR/NBR) via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.5 Charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and SBCT 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 BellSouth 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 For two-way trunk groups that carry both Parties' local and IntraLATA Toll traffic only, excluding trunk groups that carry Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for dedicated transport trunks and facilities at 50% of the applicable contractual or tariff rates for the

services provided by each Party. SBCT shall be responsible for ordering and paying for any 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 SBCT 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 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk.Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

2.10 **Interconnection Trunk Groups for Exchange of Local, IntraLATA Toll and Transit Traffic**

2.10.1 If the Parties' originated local and/or intraLATA toll traffic is utilizing the same two-way trunk group, the Parties shall mutually agree to use this type of two-way interconnection trunk group with the quantity of trunks and facilities being mutually determined and the provisioning being jointly coordinated. Furthermore, the Point(s) of Interconnection for two-way interconnection trunk groups transporting both Parties local and/or intraLATA toll shall be mutually agreed upon. SBCT shall order such two-way trunks via the Access Service Request (ASR) process in place for Local Interconnection upon determination by the Parties, in a joint planning meeting, that such trunk groups shall be utilized. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business. Furthermore, the Parties shall jointly review such trunk performance and forecasts on a periodic basis. The Parties use of two-way interconnection trunk groups for the transport of local and/or intraLATA toll traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated local and/or intraLATA toll traffic to the other Party.

2.10.2 **BellSouth Access Tandem Interconnection Architectures**

BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices and may be ordered using any of the following access

tandem architectures pursuant to paragraph 2.10.1 above. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.10.2.1 **Basic Architecture**

2.10.2.1.1 In this architecture, SBCT's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between SBCT and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between SBCT and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which SBCT desires interconnection and has the proper contractual arrangements. This group also carries SBCT originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other SBCT tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to SBCT. 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 SBCT-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for SBCT end-users. A third two-way trunk group is established for SBCT's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between SBCT and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which SBCT desires interconnection and has the proper contractual arrangements. This group also carries SBCT originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other SBCT 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 and intraLATA toll traffic between SBCT and BellSouth. In addition, a two-way transit trunk group must be established for SBCT's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between

SBCT and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which SBCT desires interconnection and has the proper contractual arrangements. This group also carries SBCT originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other SBCT 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 and IntraLATA Toll and SBCT's Transit Traffic are exchanged on a single two-way trunk group between SBCT and BellSouth. This group carries intratandem Transit Traffic between SBCT and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which SBCT desires interconnection and has the proper contractual arrangements. This group also carries SBCT originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other SBCT tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Supergroup Architecture is illustrated in Exhibit E.

2.10.3 **Multiple Access Tandem Service**

2.10.3.1 BellSouth Multiple Tandem Access (MTA) provides for LATA wide BellSouth transport and termination of SBCT-originated intraLATA toll and local traffic, that is transported by BellSouth, by establishing an interconnection trunk group(s) at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, SBCT must still establish an interconnection trunk group(s) at all BellSouth access tandems where SBCT NXXs are "homed". If SBCT does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, SBCT can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where SBCT does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

2.10.3.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on SBCT's NXX Access Tandem homing arrangement as specified by SBCT in the national Local Exchange Routing Guide (LERG).

2.10.3.3 For SBCT-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (Transit Traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.

2.10.3.4 The Parties agree that compensation for the BellSouth transport and/or termination of SBCT's local and intraLATA toll traffic will be billed on a statewide basis at the applicable rates specified in Exhibit A to this Attachment for local traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.

2.10.3.5 To the extent SBCT does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, SBCT must establish an interconnection trunk group(s) to every access tandem in the calling area in order to serve the entire calling area. To the extent SBCT does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish an interconnection trunk group(s) to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent SBCT routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, SBCT agrees to pay BellSouth the associated transport and termination charges.

2.10.4 Local Tandem Interconnection

2.10.4.1 Local Tandem Interconnection arrangement allows SBCT to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of SBCT-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff (GSST), section A3 served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

2.10.4.2 When a specified local calling area is served by more than one BellSouth local tandem, SBCT must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems, except where SBCT chooses to establish direct end office trunking. Additionally, SBCT 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. SBCT 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 SBCT does not choose to establish an interconnection trunk group(s). It is SBCT'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 SBCT's codes. Likewise, SBCT shall obtain its routing information from the LERG.

2.10.4.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, SBCT must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which SBCT 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.)

2.10.4.4 The Parties agree that it is the responsibility of SBCT to execute the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

2.10.5 Direct End Office-to-End Office Interconnection

2.10.5.1 Direct End Office-to-End Office PH one-way or two-way interconnection trunk groups allow for the delivery of a (or either in the event of two-way) Party's originating local and/or IntraLATA toll traffic to the terminating Party on a direct end office-to-end-office basis.

2.10.5.1.1 Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office will be provided at the host switch.

2.10.5.2 The Parties shall utilize direct end office-to-end office trunk groups under the following conditions:

2.10.5.2.1 (1) Tandem Exhaust— If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between SBCT and BellSouth's subscribers.

2.10.5.2.2 (2) Traffic Volume – Either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a SBCT switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between SBCT's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of local traffic per month. In the case of one

way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

2.10.5.2.3 (3) Mutual Agreement— The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

2.10.6 Transit Traffic Trunk

2.10.6.1 Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by SBCT 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 paragraphs 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.

2.10.6.1.1 In addition to a two-way transit traffic trunk group as described in paragraph 2.10.6.1 of this attachment, SBCT may request a separate two-way transit traffic trunk group that carries only IXC traffic. Such transit traffic trunk group shall be requested through the BFR/NBR process pursuant to paragraph 2.4 of this attachment and Exhibit 1 of General Terms and Conditions. BellSouth agrees to make such requested switch translations in accordance with the existing Network Implementation timelines in Section 3 of this attachment, upon the completion of the BFR/NBR process.

2.10.7 **Toll Free Traffic**

2.10.7.1 If SBCT chooses BellSouth to handle Toll Free database queries from its switches, all SBCT originating Toll Free traffic will be routed over the Transit Traffic Trunk Group.

2.10.7.2 All originating Toll Free Service (Toll Free) calls for which SBCT 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.

2.10.7.3 SBCT may handle its own Toll Free database queries from its switch. If so, SBCT 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, SBCT 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 CLECs) local or intraLATA Toll Free number, SBCT will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group. In such case, SBCT is to provide a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free number, SBCT will route the post-query interLATA call (Toll Free number) directly from its switch for carriers interconnected with its network or over the Transit Traffic Trunk Group to carriers not directly connected to its network but are connected to BellSouth's access tandem. Calls will be routed to BellSouth over the local/intraLATA and Transit Traffic Trunk Groups within the LATA in which the calls originate.

2.10.7.4 All post-query Toll Free Service (Toll Free) calls for which SBCT 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.

2.10.8 **E911 Trunk Group**

2.10.8.1 A segregated trunk group for each NPA shall be established to each appropriate BellSouth E911 Tandem within the local exchange area in which SBCT offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling or SS7 signaling if available. SBCT will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.10.8.2 SBCT shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the point of Interconnection (POI) to the BellSouth E911 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.

2.10.8.3 SBCT will cooperate with BellSouth to promptly test all 9-1-1 trunks and facilities between SBCT network and the BellSouth 9-1-1 Tandem to assure proper functioning of 9-1-1 service. SBCT will not turn-up live traffic until successful testing is completed by both Parties.

2.10.9 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group

2.10.9.1 A dedicated trunk group may be used to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. SBCT will have administrative control for the purpose of issuing ASRs on this

one-way trunk group. SBCT has the option of ordering the dedicated choke group as listed above or performing call gapping in their network.

2.10.9.2 This group shall be sized as follows:

Number of Access Lines Served	Number of Mass Calling Trunks
0 – 10,000	2
10,001 – 20,000	3
20,001 – 30,000	4
30,001 – 40,000	5
40,001 – 50,000	6
50,001 – 60,000	7
60,001 – 75,000	8
75,000 +	9 maximum

2.10.9.3 If SBCT should acquire a HVCI/Mass Calling customer, i.e. a radio station, SBCT shall notify BellSouth of the need to establish a one-way outgoing SS7 or MF trunk group from the BellSouth HVCI/Mass Calling Serving Office to the SBCT customer's serving office and BellSouth shall establish this trunk group. BST has the same option of performing call gapping in BellSouth's network to alleviate the requirement of a dedicated choke trunk group.

2.10.9.4 If SBCT finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, SBCT may request a meeting to coordinate with BellSouth the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that SBCT establishes a new choke NXX, SBCT must notify BellSouth a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX.

2.10.9.5 Where BellSouth and SBCT both provide HVCI/Mass Calling trunking, both parties' trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

2.10.10 **Operator Services/Directory Assistance Trunk Group(s)**

2.10.10.1 If BellSouth agrees through a separate appendix or contract to provide Inward Assistance Operator Services for SBCT, SBCT will initiate an ASR for a two-way trunk group from its designated operator services switch to the BellSouth Operator Services Tandem utilizing MF signaling. If BellSouth agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for SBCT the following trunk groups are required:

2.10.11 **Directory Assistance (DA):**

2.10.11.1 SBCT may contract for DA services only. A segregated trunk group for these services will be required to the appropriate BellSouth Operator Services Tandem in the LATA for the NPA the SBCT wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI). SBCT will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

2.10.12 **Directory Assistance Call Completion (DACC):**

2.10.12.1 SBCT contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each BellSouth Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). The SBCT will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

2.10.13 **Busy Line Verification/Emergency Interrupt (BLV/EI):**

2.10.13.1 When BellSouth's operator is under contract to verify the busy status of the SBCT End Users, BellSouth will utilize a segregated one-way with MF signaling trunk group from BellSouth's Operator Services Tandem to SBCT switch. SBCT will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

2.10.14 Operator Assistance (0+, 0-):

2.10.14.1 This service requires a one-way trunk group from SBCT switch to BellSouth's Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. SBCT will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

2.10.15 Digit-Exchange Access Operator Services Signaling:

2.10.15.1 BellSouth will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the Operator Services switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

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 pursuant to 47 C.F.R §§51.325 – 51.335.

3.1.1 **Network Implementation**

3.1.1.1 The Parties hereby agree to the formation of an Implementation Team which shall be composed of representative members of both Parties for the purpose of: developing and implementing policies, procedures and schedules for the purpose of satisfying the objectives of this Attachment 3 Network Interconnection. Either Party may include, in Team meetings or Team activities, such technical specialists or other persons as may be reasonably required to address a specific task, matter or subject. The Parties shall conduct the first team meeting within a mutually agreed upon timeframe. Such procedures shall include the process by which issues shall be resolved by the Team.

3.1.2 **Initial Interconnection**.

3.1.2.1 For an initial request by SBCT to establish Interconnection, SBCT should work with BellSouth's Local Interconnection Switching Center (LISC) Project Management Group to complete the Preplanning Checklist.

3.1.2.2 Upon receipt of SBCT's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture.

3.1.3 **Augmenting Existing Trunk Groups**.

3.1.3.1 For an existing trunk group listed in this Attachment 3 Network Interconnection Attachment, SBCT shall have the right to submit ASRs for Interconnection at any time after the execution of this Agreement. Upon submission of a clean and correct ASR by SBCT to the appropriate center at BellSouth, BellSouth promptly shall commence network planning, testing of facilities and systems and implementation of operation support systems.

3.1.3.2 BellSouth will agree to turn up trunk group augmentation orders of 96 trunks or less within forty-five (45) days of receipt of the order where facilities are available. All other orders will have turn up dates as negotiated with BellSouth's Local Interconnection Switching Center (LISC) Project Management Group.

3.1.4 **Establishing New Trunk Groups**

3.1.4.1 If SBCT wishes to establish a new trunk group in any LATA, then SBCT will provide notice to BellSouth.

3.1.4.2 If SBCT deploys additional switches in the LATA after the Effective Date or otherwise desires to establish Interconnection with additional BellSouth Central Offices, SBCT shall be entitled to establish such Interconnection and the terms and conditions of this Attachment 3 Network Interconnection shall apply to such Interconnections.

3.1.4.3 If either Party establishes an additional Tandem Switch within the LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections and the sub-tending arrangements relating to Tandem Switches and End Offices that serve the other Parties Customers within the Exchange Areas served by such Tandem Switches.

3.1.4.4 New trunk groups are projects, and dates are negotiated as such. Additionally, SBCT should utilize the customer notification website for notices on new tandem switches and use that information to determine their trunk requirements

3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Telcordia's Technical Publication GR-905-CORE, Issue C, January 2000. 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.

3.2.1 Requests to BellSouth for SS7 connectivity where it is not currently available may be made through the Bona Fide Request/New Business Request process set forth in the General Terms and Conditions.

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 SBCT will send and receive 10 digits for local traffic . Additionally, BellSouth and SBCT 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 No later than six (6) months after execution of this agreement, SBCT shall provide an initial interconnection trunk group forecast for each LATA that it shall provide service within BellSouth's region. Upon receipt of SBCT's forecast, the Parties shall schedule and participate in a joint planning meeting to develop a joint, non-binding 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, SBCT-to-BellSouth one-way trunks ("SBCT Trunks"), BellSouth-to-SBCT 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 SBCT's provided forecast, the Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities for the time periods listed and to be included within the initial forecast.

3.7.1.2 Additionally all forecasts shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), trunk group type (local/intraLATA toll, Transit, Operator

Services, 911, etc.), A location/Z location (CLLI codes for SBCT location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

3.7.2 Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

3.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process in place for local interconnection trunks.

3.7.4 Once initial interconnection trunk forecasts have been developed, SBCT shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. SBCT shall use its best efforts to make the forecasts as accurate as possible based on industry standard engineering criteria. Interconnection trunk forecasts shall be updated and provided to BellSouth on a semiannual basis. Upon receipt of SBCT'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 SBCT shall monitor traffic on each interconnection trunk group that is installed pursuant to the initial interconnection trunk requirements and subsequent forecasts. At any time after the end of a calendar quarter, based on a review of the capacity utilization during such quarter for installed Reciprocal Trunk groups and/or two-way interconnection trunk groups, subject to the provision of the section following, after fifteen (15) business days advance written notice to SBCT, BellSouth may disconnect any Non-utilized Reciprocal Trunk(s) or Under-utilized Reciprocal Trunks(s), as defined in Section 3.8.1.1 below, and SBCT shall refund to BellSouth any associated trunk and facility charges paid by BellSouth. In addition, BellSouth may request SBCT 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.

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 360 days of the installation of a trunk or trunks, the trunks will be utilized at eighty-five (85%) percent 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 Within ten (10) business days following the notice prescribed in the section above, SBCT may request that BellSouth not disconnect or not request disconnection for some or all of the Non-utilized or Under-utilized Trunks, in which event BellSouth shall keep the trunks in service and may invoice SBCT for, and SBCT shall pay, all applicable recurring and nonrecurring trunk and facility access tariff charges for the Non-utilized or Under-utilized Trunks. The charges shall be applied retroactive to the date on which such trunks were installed and to continue until such trunks are disconnected, or to the extent SBCT requests that such trunks remain in service, until the trunk group reaches the threshold set forth in Section 3.8.1.1 above. In addition, SBCT shall reimburse BellSouth for any nonrecurring and/or recurring charges BellSouth may have paid to SBCT for the Non-utilized or Under-utilized Trunks and for any trunk installation expense BellSouth incurred. This expense shall equal the nonrecurring installation charge for trunks in BellSouth's intrastate tariff. Furthermore, the SBCT forecasts for each subsequent forecast period shall be automatically reduced by the number of Reciprocal Trunks and/or two-way interconnection trunks that have been determined to be subject to disconnection pursuant to the foregoing procedures.

3.8.2 To the extent SBCT 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 above, and all applicable recurring and nonrecurring charges for such trunks shall be billed to and paid by SBCT until such trunk groups reach the threshold levels set forth in Section 3.8.1.1 above.

3.8.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of ninety percent (90%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

3.9 **Network Servicing**

3.9.1 **Transport Capacity Management**

3.9.1.1 If the interconnection methodology employed is a fiber-meet, the initial fiber optic system deployed for each Interconnection shall be the smallest standard available in a capacity sufficient to accommodate the forecasted trunking requirements as per this Attachment 3 Network Interconnection.

3.9.1.2 Efforts to provide relief to existing facilities will be triggered when either Party recognizes that the overall system facility (DS1s) is at or forecasted to reach 90% capacity.

3.9.2 **Trunk Capacity Management**

3.9.2.1 An analysis of trunk group performance and ordering of relief will be performed on a monthly basis at a minimum. SBCT will be responsible for ordering two-way trunk groups between the two networks. BellSouth shall be responsible for ordering the one way trunk groups terminating to SBCT. SBCT shall be responsible for ordering the one way trunk groups terminating to BellSouth.

3.9.3 **Servicing Objective/Traffic Data Exchange**

3.9.3.1 Each Party agrees to service trunk groups to the blocking criteria as follows:

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	1%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group if it is a two-way trunk group that carries the parties Local and IntraLATA Toll.

3.9.4 **Routine**

3.9.4.1 Each Party will service trunk groups in a timely manner when they have sufficient data to determine that the service objectives are not being met i.e. Trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) Business Day study period. The Parties agree that twenty (20) Business Days is the study period duration objective. However, a study period on occasion may be less than twenty (20) Business Days but at minimum must be at least three (3) Business Days.

3.9.4.2 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging trunk group busy season traffic loads, and non-binding forecasts of traffic and volume requirements for the interconnection

and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. SBCT may request additional traffic data via the Network Usage Information Service offered in Section A32 of the BellSouth state General Subscriber Service Tariff, or by the New Business Request process. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.

3.9.4.3 Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order Confirmation (FOC) shall be returned to the ordering Party within four (4) business days from receipt of a valid error free ASR. A project is defined 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's Local Interconnection Switching Center (LISC) Project Management Group and SBCT's equivalent trunking group.

3.9.5 **In a Blocking Situation**

3.9.5.1 In a blocking final situation, the Party with administrative control may issue an ASR to the other Party. Additionally, the ordering Party will contact the Project Manager at the other Party to work through implementation issues.

3.9.6 **Servicing Processes I.E. ASR/TGSR Order**

3.9.6.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR)

3.9.6.2 Should a Party ("Requesting Party") identify a need for change on trunk groups for which the other Party has administrative control ("Control Party"), the Requesting Party shall submit a Trunk Group Servicing Request ("TGSR") to the Control Party. Upon receipt of a TGSR and if agreeable, the Control Party will respond by issuing an ASR within ten (10) business days. If the control Party does not agree, the control Party will initiate a joint planning discussion within a mutually agreed upon timeframe. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier Liaison Committee of the Alliance for Telecommunications Solutions organization. Bellcore Special Report STS000316 describes the format and use of the TGSR. The Party receiving an ASR will issue a Firm Order Confirmation ("FOC") and, if requested on the ASR, a Design Layout Record ("DLR") to the ordering Party within a timeframe that is the same as or better than the dictates of internal policy and procedures.

4. Local Dialing Parity

4.1 BellSouth and SBCT shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and SBCT shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

5. Interconnection Compensation

5.1 **Compensation for Call Transportation and Termination for Local Traffic**

5.1.1 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 as established by the ruling regulatory body.

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 As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider.

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

5.1.2 The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting and terminating Local Traffic on each other's network. The Parties agree that charges for transport and termination of calls on its respective networks are as set forth in Exhibit A to this Attachment.

5.1.3 For the purposes of this Attachment, **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between the terminating Party's tandem switch and end office switch and/or between the terminating Party's tandem switches.

5.1.4 For the purposes of this Attachment, **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

5.1.5 For the purposes of this Attachment, **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

5.1.6 If SBCT utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from SBCT for transport and termination of BellSouth originated traffic, BellSouth will pay SBCT no more than the airline miles between the V & H coordinates of the Interconnection Point within the LATA where SBCT receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the SBCT terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate SBCT at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by SBCT as defined in this Attachment.

5.1.7 Neither Party shall represent Switched Access Traffic as Local Traffic for purposes of payment of reciprocal compensation.

5.1.8 Pursuant to the definition of Local Traffic in this Attachment, and for the purpose of delivery of BellSouth originating traffic to SBCT, BellSouth shall pay to SBCT reciprocal compensation for Local Traffic delivered to SBCT end users physically located within the LATA in which the call originated and within which the SBCT end user's NPA/NXX is assigned. If SBCT assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to SBCT end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a SBCT customer physically located outside of such LATA, shall not be deemed Local Traffic, and no compensation from BellSouth to SBCT shall be due therefore. Further, SBCT agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to SBCT at BellSouth's switched access tariff rates.

5.1.9 If SBCT does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole SBCT NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if SBCT can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.

5.2 **Percent Local Use**. Each Party shall report to the other a Percent Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to

be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

5.3 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF"). The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Percent Local Use/Percent Local Facility Reporting Guidebook, as it is amended from time to time.

5.4 **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 SBCT. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. 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.

5.5 **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 SBCT shall retain records of call detail for a minimum of

nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

5.6 **Rate True-up**

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

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

5.6.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by 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 13 of the General Terms and Conditions and Attachment 1 of the Agreement.

5.6.3 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 for "negotiated agreement" under Section 252(e) of the Act.

5.6.4 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 SBCT 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 unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

5.7 **Compensation for IntraLATA Toll Traffic**

5.7.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement.

5.7.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in the terminating Party's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or State Commission. The appropriate charges will be determined by the routing of the call. If one Party is the other Party's end user's presubscribed interexchange carrier or if one Party's end user uses the other Party as an interexchange carrier on a 101XXXX basis, the originating Party will charge the other Party the appropriate originating switched access tariff rates as set forth in the originating Party's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate State Commission.

5.7.3 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs.

5.7.4 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

5.7.5 8XX Access Screening. BellSouth's provision of 8XX TFD to SBCT requires interconnection from SBCT 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. SBCT shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that SBCT desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

5.8 **Mutual Provision of Switched Access Service**

5.8.1 Switched Access Traffic. Switched Access Traffic is described in the BellSouth Access Tariff. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating, end-to-end, points are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of the transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call), shall not be compensated as local.

5.8.2 When SBCT's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. For tandem routed traffic, the tandem company agrees to provide to the Initial Billing Company as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. The Initial Billing Company will provide the switched access summary usage data, for all originating and terminating traffic, to all Subsequent Billing Companies as defined in MECAB within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

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

5.9 **Transit Traffic Service**

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

5.9.2 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 SBCT 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 SBCT. SBCT agrees to compensate BellSouth for any charges or costs for the delivery of Transit Traffic to a connecting carrier on behalf of SBCT. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

5.10 **Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs).**

5.10.1 ESP/ISP traffic shall not be included in the interconnection compensation arrangements of this Agreement.

6. Frame Relay Service Interconnection

6.1 The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which SBCT is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between SBCT 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 SBCT 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, SBCT 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 SBCT 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 SBCT 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. SBCT will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of SBCT'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 SBCT will pay, the total non-recurring and recurring charges for the NNI port. SBCT 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 SBCT'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 SBCT 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 SBCT orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the SBCT Frame Relay switch, BellSouth will invoice, and SBCT will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and SBCT Frame Relay switches. If the VC is a Local VC, SBCT 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 SBCT for the PVC segment.

6.9.2 If BellSouth orders a Local VC connection between a SBCT subscriber's PVC segment and a PVC segment from the SBCT Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and SBCT will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and SBCT Frame Relay switches. If the VC is a Local VC, SBCT 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 SBCT 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 SBCT requests a change, BellSouth will invoice and SBCT will pay a Feature Change charge for each affected PVC segment.

6.9.4.1 If BellSouth requests a change to a Local VC, SBCT 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 SBCT will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 6.5.3 above.

6.10 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 Section 2.13 of Attachment 2.

BELLSOUTH/SBCT RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)										
End Office Switching, per mou	N/A	$0.0018	NA	$0.0016333	$0.002562	$0.00210	$0.0023771	$0.0015	$0.0019295	$0.0008041
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	$0.0009778
Tandem Local Interconnection, per mou (includes end office switching element)	N/A	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										
Interim charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and SBCT shall be as set forth in this Exhibit. At such time as BellSouth develops a final cost based rate for such interconnecting trunk groups, the Parties shall amend this agreement to include such final cost based rates and shall true up such charges in accordance with this Attachment.										
Installation Trunk Side Service - per DS0										
NRC - 1st	TPP++	$333.69	$336.43	$333.28	$334.09	$334.94	$334.11	$333.54	$335.14	$334.29
NRC - Add'l	TPP++	$56.91	$57.38	$56.84	$57.12	$56.98	$56.98	$56.88	$57.16	$57.01
INTEROFFICE TRANSPORT										
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	N/A	$0.00001	$0.000012	$0.000008	$0.0000049	$0.0000083	$0.0000091	$0.00001	$0.0000121	$0.0000064
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	$0.0003871
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	$0.0174
2-Wire VG - Facility Termination per month	1L5XF	$18.49	$26.52	$17.07	NA	$19.10	NA	$18.01	$21.42	$18.58
NRC - 2-wire VG - Facility Termination -1st	1L5XF	$107.11	$81.09	$79.61	NA	$76.20	NA	$137.48	$136.44	$55.39
NRC - 2-wire VG - Facility Termination - Add'l	1L5XF	$48.27	$54.83	$36.08	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 -Add'l	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	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	NA	$3.50	NA	$3.50	$3.50	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	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	$20.35
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.57	NA	$18.94	NA	$18.14	NA	$38.07	$39.63	$21.09
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	NA	NA	NA	$9.80
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	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	1L5NF	NA	NA	NA	$0.0301	NA	$0.0323	NA	NA	NA
2-Wire VG - Facility Termination per month	1L5NF	NA	NA	NA	$27.66	NA	$21.33	NA	NA	NA
NRC - 2-wire VG - Facility Termination -1st	1L5NF	NA	NA	NA	$142.31	NA	$106.72	NA	NA	NA
NRC - 2-wire VG - Facility Termination - Add'l	1L5NF	NA	NA	NA	$56.21	NA	$48.83	NA	NA	NA
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	1L5NF	NA	NA	NA	NA	NA	$38.05	NA	NA	NA
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	1L5NF	NA	NA	NA	NA	NA	$7.23	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	$19.99	NA	NA	NA	NA	NA

BELLSOUTH/SBCT RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
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	$3.50	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	$25.52	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	$25.52	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	$11.34	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS										
DS0 - per mile per month	1L5XK	$0.0339	$0.0098	$0.0222	NA	$0.0384	NA	$0.0282	$0.0373	$0.0174
DS0 - Facility Termination per month	1L5XK	$17.81	$19.31	$16.45	NA	$18.37	NA	$17.40	$20.71	$17.98
NRC - DS0 - Facility Termination - 1st	1L5XK	$107.11	$81.11	$79.61	NA	$76.20	NA	$137.48	$136.44	$55.39
NRC - DS0 - Facility Termination - Add'l	1L5XK	$48.27	$54.83	$36.08	NA	$34.54	NA	$52.58	$51.37	$17.37
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	1L5XK	$37.16	$31.01	NA	NA	$28.03	NA	NA	NA	$27.96
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5XK	$5.88	$12.78	NA	NA	$5.37	NA	[illegible]	NA	$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	NA	NA	NA	[illegible]	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	[illegible]	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	NA	$3.50	NA	$3.50	$3.50	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	NA	$38.07	$39.63	$20.35
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.37	NA	$18.94	NA	$18.14	NA	$38.07	$39.63	$21.09
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	NA	NA	NA	$9.80
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS - Kentucky & Mississippi										
DS0 - per mile per month	1L5NK	NA	NA	NA	$0.0301	NA	$0.0323	NA	NA	NA
DS0 - Facility Termination per month	1L5NK	NA	NA	NA	$26.95	NA	$20.64	NA	NA	NA
NRC - DS0 - Facility Termination - 1st	1L5NK	NA	NA	NA	$142.31	NA	$106.72	NA	NA	NA
NRC - DS0 - Facility Termination - Add'l	1L5NK	NA	NA	NA	$56.21	NA	$48.83	NA	NA	NA
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	1L5NK	NA	NA	NA	NA	NA	$38.05	NA	NA	NA
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5NK	NA	NA	NA	NA	NA	$7.23	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 disconnect	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 disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	$37.21	NA	$25.52	NA	NA	NA
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	$37.21	NA	$25.52	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	$11.31	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	NA	NA	NA	NA	NA	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS1										
DS1 - per mile per month	1L5XL	$0.6920	$0.6013	$0.4523	NA	$0.7831	NA	$0.5753	$0.7598	$0.3562
DS1 -Facility Termination per month	1L5XL	$79.69	$99.79	$78.47	NA	$93.40	NA	$71.29	$94.98	$77.86
NRC - DS1-Facility Termination - 1st	1L5XL	$198.15	$45.91	$147.07	NA	$140.49	NA	$217.17	$216.27	$112.40
NRC - DS1 - Facility Termination - Add'l	1L5XL	$148.18	$44.18	$111.75	NA	$106.69	NA	$163.75	$162.70	$76.27
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5XL	$25.44	$30.30	NA	NA	$20.00	NA	NA	NA	$19.55
NRC - DS1 - Facility Termination -Disconnect 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	NA

BELLSOUTH/SBCT RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Manual Svc Order, per LSR disconnect	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	NA
NRC - Electronic Svc Order, per LSR disconnect	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	$20.35
NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.37	NA	$18.94	NA	$18.14	NA	$38.07	$39.63	$21.09
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	NA	NA	NA	$9.80
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	$12.97	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	$196.28	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 - Disconnect Charge - 1st	1L5NL	NA	NA	NA	NA	NA	$26.56	NA	NA	NA
NRC - DS1 - Facility Termination -Disconnect 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 disconnect	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 disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	$25.52	NA	NA	NA
NRC -DS1 - Incremental Charge--Manual Svc Order - 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	$898.15	$1,121.93	$788.00	NA	$1,101	NA	$720.38	$967.70	$760.20
NRC - DS3 - Facility Termination -1st	1L5XM	$511.77	$557.69	$511.10	NA	$611.41	NA	$794.94	$606.72	$625.91
NRC - DS3 - Facility Termination - Add'l	1L5XM	$330.92	$325.61	$330.77	NA	$304.90	NA	$579.55	$423.45	$311.39
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5XM	$121.72	$111.56	$122.31	NA	$102.16	NA	NA	NA	$103.36
NRC - DS3 - Facility Termination - Disconnect 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 disconnect	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 disconnect	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	$91.26	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	NA	$50.25	NA	$91.26	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$19.03	NA	$18.03	NA	$20.94	NA	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect---Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	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
NRC - DS3 - Facility Termination -1st	1L5NM	NA	NA	NA	$946.23	NA	$686.74	NA	NA	NA
NRC - DS3 - Facility Termination - Add'l	1L5NM	NA	NA	NA	$516.89	NA	$477.76	NA	NA	NA
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5NM	NA	NA	NA	NA	NA	$125.56	NA	NA	NA
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5NM	NA	NA	NA	NA	NA	$118.79	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 disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/SBCT RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	$3.50	NA	$3.50		NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA		NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	$93.12	NA	$64.97		NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	$93.12	NA	$64.97		NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	$27.08	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	$27.08	NA	NA	NA
Local Channel - Dedicated										
Local Channel - Dedicated - 2-Wire VG										
Monthly Recurring per month	TEFV2	$14.61	$29.33	$13.91	$22.26	$14.94	$17.83	$14.83	$16.83	$19.02
NRC - 2-wire VG - Facility Termination - 1st	TEFV2	$494.65	$386.34	$382.95	$585.15	$347.49	$487.62	$553.80	$554.00	$199.33
NRC - 2-wire VG - Facility Termination - Add'l	TEFV2	$84.44	$66.36	$62.40	$98.53	$59.75	$84.35	$89.69	$88.58	$24.16
NRC - 2-wire VG - Facility Termination - Disconnect - 1st	TEFV2	$77.81	$67.91	NA	$11.99	$53.68	$77.69	NA	NA	$54.81
NRC - 2-wire VG - Facility Termination - Disconnect - Add'l	TEFV2	$7.63	$5.92	NA	NA	$6.60	$8.95	NA	NA	$4.80
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	SOMEC	$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	SOMEC	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	$25.52	$42.17	$43.75	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.37	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - 2-wire VG - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Local Channel - Dedicated - 4-Wire VG										
Monthly Recurring per month	TEFV4	$15.77	$30.50	$14.99	$23.38	$16.21	$19.03	$15.87	$18.05	NA
Monthly Recurring - Zone 1 - per month	TEFV4	NA	NA	NA	NA	NA	NA	NA	NA	$18.18
Monthly Recurring - Zone 2 - per month	TEFV4	NA	NA	NA	NA	NA	NA	NA	NA	$23.74
Monthly Recurring - Zone 3 - per month	TEFV4	NA	NA	NA	NA	NA	NA	NA	NA	$31.05
NRC - 4-Wire VG - 1st	TEFV4	$502.43	$387.21	$368.44	$585.15	$352.75	$495.25	$562.23	$562.46	$201.53
NRC - 4-Wire VG - Add'l	TEFV4	$86.68	$67.22	$64.05	$98.53	$61.33	$86.56	$92.67	$91.57	$24.83
NRC - 4-Wire VG - Disconnect Chg - 1st	TEFV4	$78.71	$68.78	NA	NA	$54.36	$78.58	NA	NA	$55.52
NRC - 4-Wire VG - Disconnect Chg - Add'l	TEFV4	$8.53	$6.79	NA	NA	$7.28	$9.84	NA	NA	$5.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	$3.50	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$42.17	$43.64	$20.35
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.73	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	$10.54
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - Disc	SOMAN	$18.73	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	$13.30
Local Channel - Dedicated - DS1										
DS1 Monthly Recurring per month	TEFHG	$35.52	$43.53	$38.36	$43.80	$43.80	$38.91	$35.68	$37.20	NA
Monthly Recurring - Zone 1 - per month	TEFV4	NA	NA	NA	NA	NA	NA	NA	NA	$36.24
Monthly Recurring - Zone 2 - per month	TEFV4	NA	NA	NA	NA	NA	NA	NA	NA	$47.33
Monthly Recurring - Zone 3 - per month	TEFV4	NA	NA	NA	NA	NA	NA	NA	NA	$61.89
NRC - DS1 - 1st	TEFHG	$503.57	$242.45	$356.15	$538.95	$348.56	$494.83	$534.48	$534.81	$277.35
NRC - DS1 - Add'l	TEFHG	$442.84	$226.44	$312.89	$464.94	$300.30	$435.28	$462.69	$462.81	$233.26
NRC - DS1 - Disconnect Chg - 1st	TEFHG	$46.28	$41.13	NA	NA	$24.15	$46.85	NA	NA	$33.18
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	$32.18	$28.28	NA	NA	$21.31	$33.02	NA	NA	$22.30
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.56	NA	$19.99	NA	NA	NA	NA	NA

BELLSOUTH/SBCT RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.75	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$61.95	NA	$44.22	$87.71	$42.34	$59.58	$86.15	$87.99	$45.88
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$0.00	NA	NA	NA	NA	NA	$1.77	$3.11	$1.76
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - Disc	SOMAN	$18.73	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	$21.75
Local Channel - Dedicated - DS3										
DS3 - Facility Termination per month	TEFHJ	$541.78	$570.06	$550.01	$697.89	$696.07	$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 - Add'l	TEFHJ	$426.28	$528.05	$426.40	$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 - Add'l	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	SOMEC	$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	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	$93.12	$50.25	$31.49	$56.25	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	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	$19.03	NA	$18.03	NA	$20.94	$25.35	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$20.94	$25.35	NA	NA	NA
CHANNELIZATION										
DS3 Channelization (DS3 to DS1)										
per Channelized System (28 DS1) per month	SATCS	$188.51	$220.97	$188.78	NA	$182.64	NA	$243.76	$234.30	$222.98
NRC - 1st	SATCS	$71.76	$356.40	$72.50	NA	$60.96	NA	$77.90	NA	$308.03
NRC - Add'l	SATCS	$52.03	$188.00	$59.96	NA	$50.46	NA	$63.32	NA	$108.47
NRC -1st - Disconnect	SATCS	$17.22	$61.64	$11.02	NA	$7.55	NA	$4.61	$11.99	$44.47
NRC -Add'l - Disconnect	SATCS	$12.05	$58.98	$12.02	NA	$12.29	NA	$15.76	$12.05	$42.62
per Interface per month (COCI)	SATCO	$8.69	$14.40	$8.66	NA	$8.80	NA	$11.28	$8.68	$17.58
NRC - 1st	SATCO	NA	$13.16	NA	NA	NA	NA	NA	NA	$6.07
NRC - Add'l	SATCO	NA	$9.43	NA	NA	NA	NA	NA	NA	$4.66
NRC - Manual Svc Order, per LSR	SOMEC	$3.50	$21.56	$3.50	NA	$3.50	NA	$3.50	$3.50	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMAN	$15.61	NA	$14.91	NA	$19.74	NA	$28.13	$25.59	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	$7.39	NA	$6.63	NA	$8.77	NA	$13.33	$8.92	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	$11.67	NA	$10.82	NA	$12.43	NA	$18.26	NA	$20.35
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$0.9469	NA	NA	NA	NA	NA	$1.48	NA	$9.80
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Disc	SOMAN	$0.9469	NA	NA	NA	NA	NA	$1.48	NA	$11.49
DS3 Channelization (DS3 to DS1) - Kentucky & Mississippi										
per Channelized System (28 DS1) per month	SATNS	NA	NA	NA	$236.32	NA	$247.40	NA	NA	NA
NRC - 1st	SATNS	NA	NA	NA	$425.41	NA	$79.94	NA	NA	NA
NRC - Add'l	SATNS	NA	NA	NA	$303.33	NA	$65.20	NA	NA	NA
NRC -1st - Disconnect	SATNS	NA	NA	NA	NA	NA	$5.58	NA	NA	NA
NRC -Add'l - Disconnect	SATNS	NA	NA	NA	NA	NA	$15.85	NA	NA	NA
per Interface per month (COCI)	SATCO	NA	NA	NA	$8.52	NA	$11.35	NA	NA	NA
NRC - 1st	SATCO	NA	NA	NA	$19.99	NA	NA	NA	NA	NA

BELLSOUTH/SBCT RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
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	$3.50	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	NA	NA	$26.95	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	$11.98	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	NA	NA	NA	$41.47	NA	$16.97	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA	NA	NA	$11.99	NA	NA	NA	NA	NA
DS1 Channelization (DS1 to DS0)										
per Channelized System (24 DS0) per month	SATC1	$136.82	$153.60	$126.22	NA	$209.87	NA	$177.72	$147.51	$80.77
NRC - 1st	SATC1	$197.98	$182.14	$198.22	NA	$193.63	NA	$267.19	$220.89	$141.87
NRC - Add'l	SATC1	$123.12	$125.18	$123.59	NA	$118.37	NA	$161.43	$137.15	$77.11
NRC -1sr - Disconnect	SATC1	$30.18	$19.52	$31.03	NA	$26.44	NA	$34.55	NA	$14.51
NRC -Add'l - Disconnect	SATC1	$18.86	$18.14	$19.75	NA	$16.83	NA	$21.14	NA	$13.46
- Interface (COCI)										
per OCU-DP(data) card per month (2.4-64kbs)	SATSA	$1.66	$2.20	$1.86	NA	$3.12	NA	$2.88	$2.34	$1.82
NRC - 1st	SATSA	$12.05	$13.16	$12.02	NA	$12.29	NA	$15.76	$12.05	$6.07
NRC - Add'l	SATSA	$8.69	$9.43	$8.66	NA	$8.80	NA	$11.28	$8.68	$4.66
per BRITE card per month	SATSA	$3.41	$3.83	$3.71	NA	$4.18	NA	$3.76	$4.21	$3.10
NRC - 1st	SATSA	$12.05	$13.16	$12.02	NA	$12.29	NA	$15.76	$12.05	$6.07
NRC - Add'l	SATSA	$8.69	$9.43	$8.66	NA	$8.80	NA	$11.28	$8.68	$4.66
per VG card per month (DS0)	SATSA	$0.86	$1.45	$1.17	NA	$1.62	NA	$1.64	$1.47	$0.91
NRC - 1st	SATSA	$12.05	$13.16	$12.02	NA	$12.29	NA	$15.76	$12.05	$6.07
NRC - Add'l	SATSA	$8.69	$9.43	$8.66	NA	$8.80	NA	$11.28	$8.68	$4.66
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	SOMEC	$3.50	$2.77	$3.50	NA	$3.50	NA	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	$15.61	NA	$14.75	NA	$19.74	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	$8.92	$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	SASTN1	NA	NA	NA	$200.01	NA	$146.87	NA	NA	NA
NRC - 1st	SASTN1	NA	NA	NA	$302.82	NA	$271.52	NA	NA	NA
NRC - Add'l	SASTN1	NA	NA	NA	$184.20	NA	$164.56	NA	NA	NA
NRC -1sr - Disconnect	SASTN1	NA	NA	NA	NA	NA	$36.38	NA	NA	NA
NRC -Add'l - Disconnect	SASTN1	NA	NA	NA	NA	NA	$11.98	NA	NA	NA
- Interface (COCI)										
per OCU-DP(data) card per month (2.4-64kbs)	SATSA	NA	NA	NA	$2.94	NA	$2.86	NA	NA	NA
NRC - 1st	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
per BRITE card per month	SATSA	NA	NA	NA	$4.04	NA	$3.88	NA	NA	NA
NRC - 1st	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
per VG card per month (DS0)	SATSA	NA	NA	NA	$1.40	NA	$1.45	NA	NA	NA
NRC - 1st	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
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

BELLSOUTH/SBCT RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	$3.50	NA	$3.50	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	NA	NA	NA	$41.47	NA	$19.74	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA	NA	NA	$11.99	NA	$8.77	NA	NA	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	$12.43	NA	NA	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	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	$547.16	$548.70	$546.77	$546.22	$548.72	$547.48
NRC - DS1 - Add'l	TEFHG	$471.61	$477.22	$470.84	$472.01	$473.34	$471.68	$471.20	$473.36	$472.29
NRC - DS1 - Disconnect Chg - 1st	TEFHG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC - DS1 - Disconnect Chg - Add'l	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 - Add'l	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	$231.61	$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 - Add'l	TEFHJ	$670.88	678.85.98	$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 - Add'l	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 - Add'l	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:										
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.										

Exhibit B

Basic Architecture

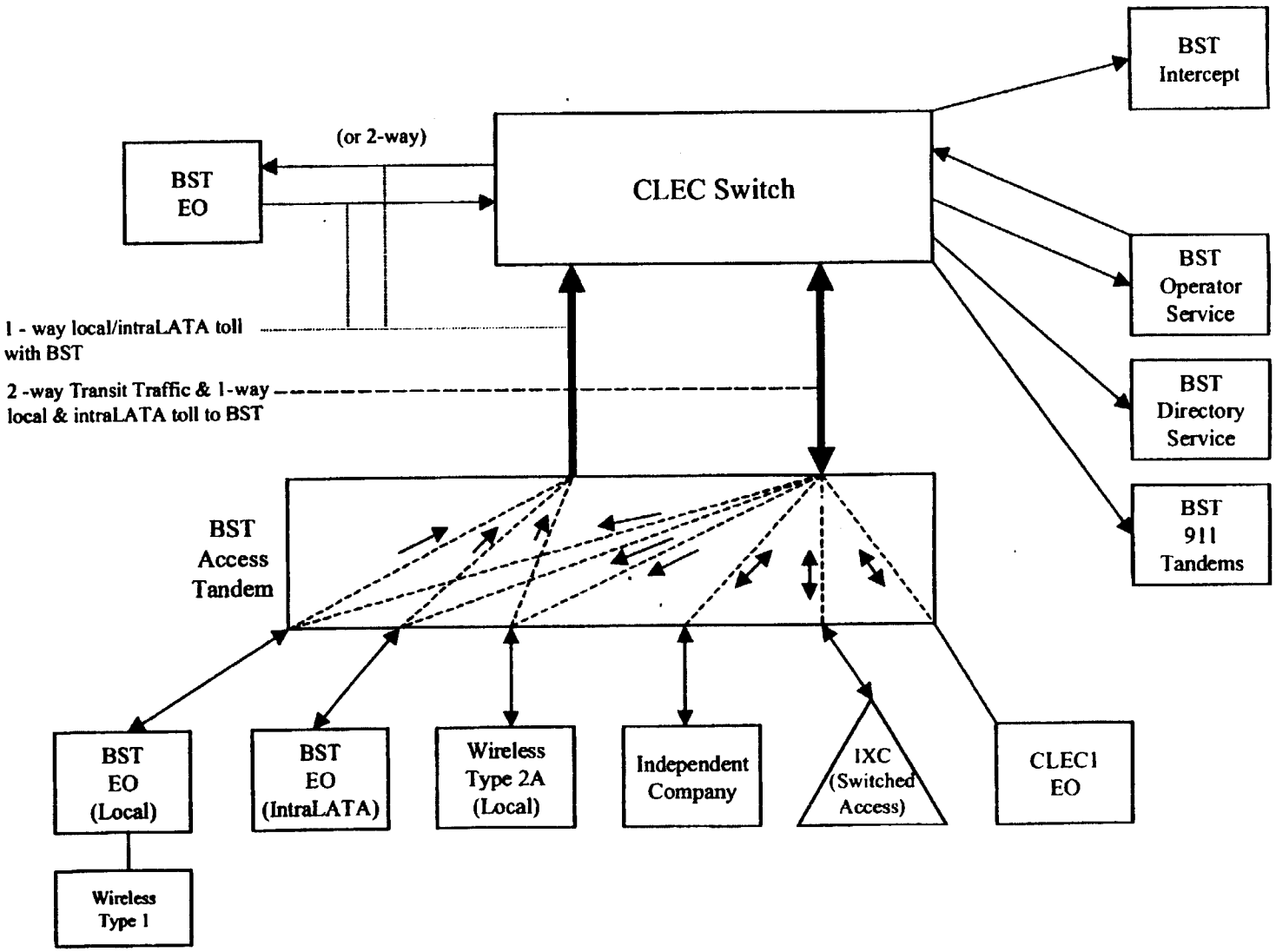


Exhibit C

One-Way Architecture

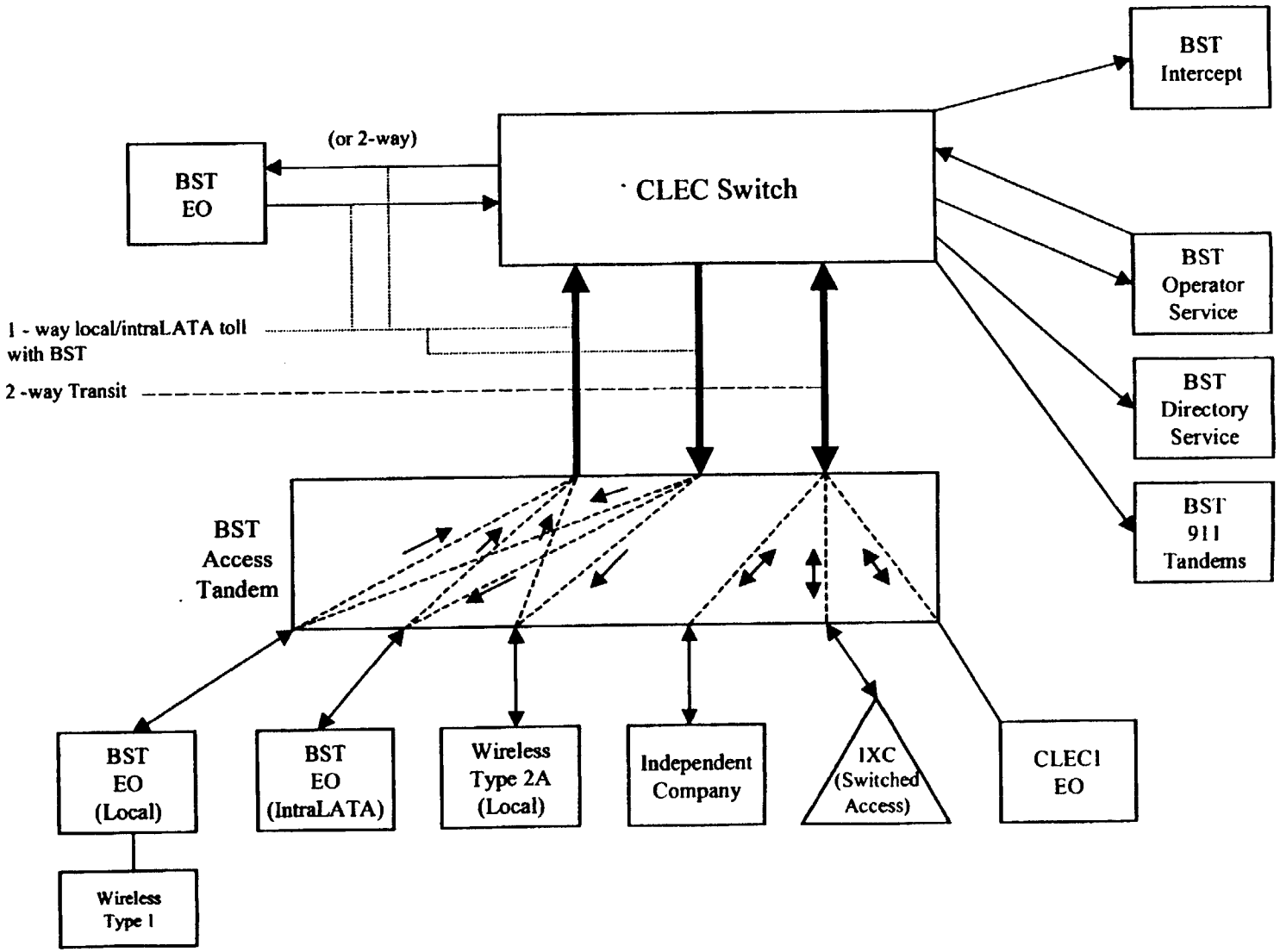


Exhibit D

Two-Way Architecture

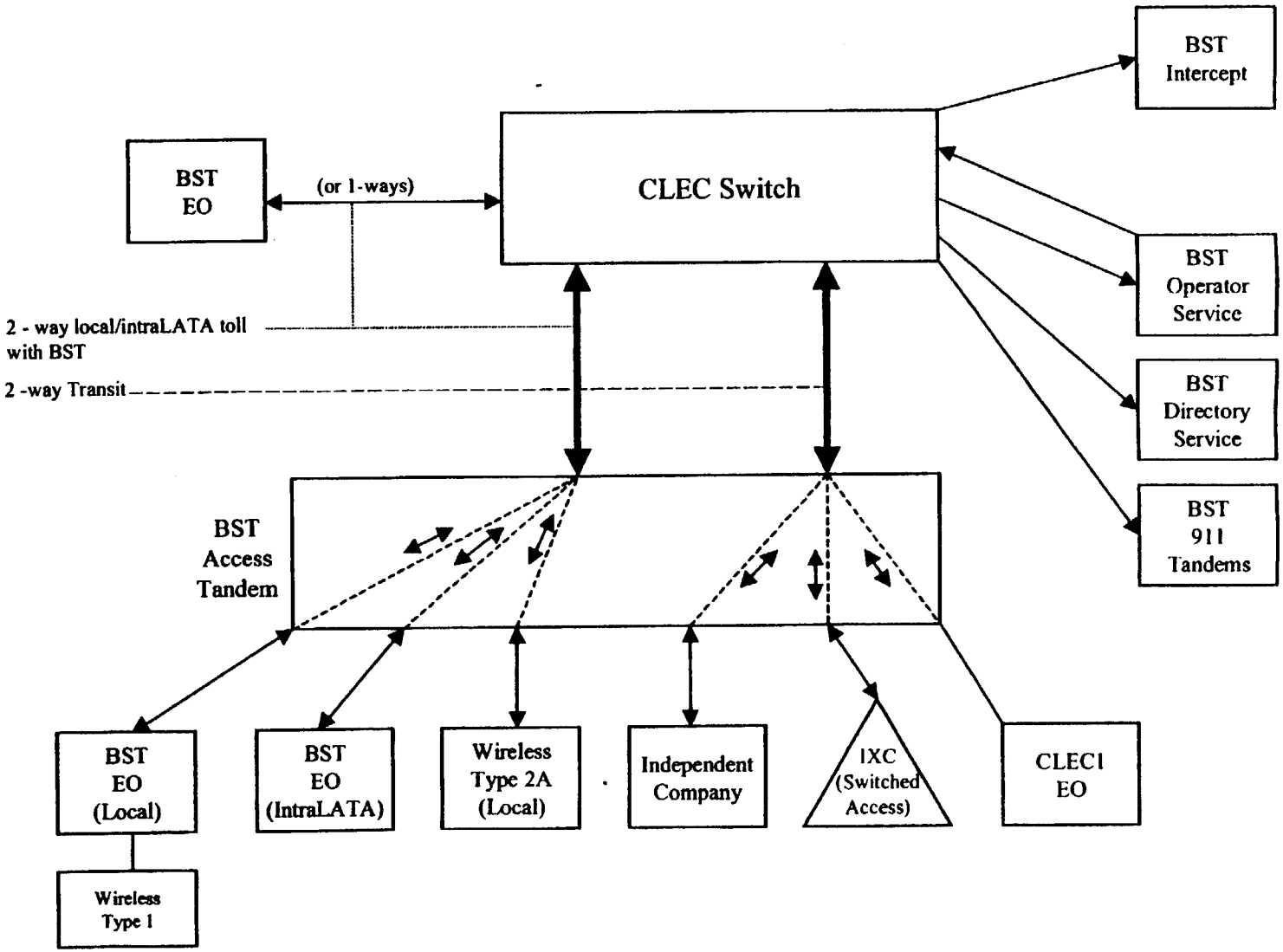
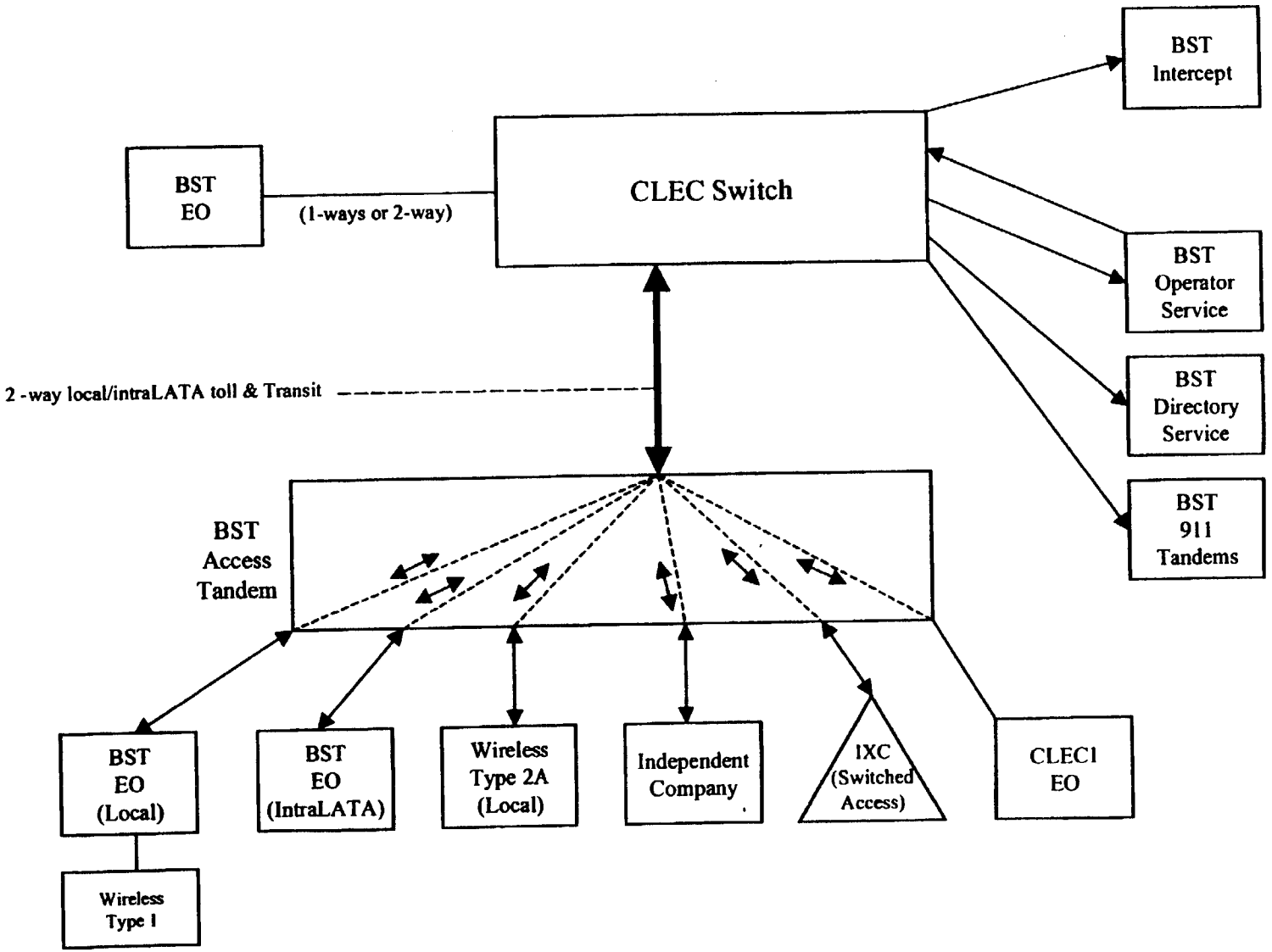


Exhibit E

Supergroup Architecture



Attachment 4

Central Office Collocation

BELLSOUTH
COLLOCATION

DEFINITIONS

"**Bay**" means the physical structure on which equipment is mounted.

"**Physical Collocation**" is As Described in the Act and defined in 47 C.F.R. § 51.5.

"**Physical Collocation Arrangement**" refers to a single, specific provision of Physical Collocation in a particular Premises, not limited to a cage enclosing SBCT Telecommunications equipment within the Premises.

"**Power**" refers to electrical power source for use in or used within the Premises or with SBCT's Collocation.

"**Unused Space**" refers to unutilized areas within a Central Office that are not reserved for future growth.

"**Virtual Collocation**" is As Described in the Act and defined in 47 C.F.R. § 51.5.

Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply to Collocation Space within BellSouth Central Offices and/or Serving Wire Center Premises locations, pursuant to Section 4. This Attachment is applicable to BellSouth Central Offices and/or Serving Wire Centers owned or leased by BellSouth. BellSouth agrees to provide Physical Collocation with all premises as that term is defined by the FCC in 47CFR 51.5. However, for purposes of this Attachment the term Premises is defined to include only BellSouth Central Offices or Serving Wire Centers. All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.

1.1.1 BellSouth will provide Collocation to SBCT in accordance with this Collocation Attachment for the purpose of Interconnection to BellSouth pursuant to the Act (including 47 U.S.C. § 251(c)(2)) and for obtaining access to BellSouth's UNEs pursuant to the Act (including 47 U.S.C. § 251(c)(3)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. § 251(c)(6)).

1.1.2 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party and such lease contains restrictions that prevent or as otherwise materially impairs BellSouth's performance under this Attachment 4, special considerations and intervals may apply in addition to the terms and conditions of this

Agreement. Additionally, where BellSouth notifies SBCT that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon SBCT's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for SBCT. SBCT agrees to reimburse BellSouth for its prorata share of the increased costs incurred by BellSouth in obtaining such rights for SBCT. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for SBCT as above, SBCT shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with SBCT in obtaining such permission.

1.2 Right to Occupy. BellSouth shall offer to SBCT collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, BellSouth allows SBCT to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by SBCT and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s). Unless otherwise agreed to by the Parties, the size specified by SBCT may contemplate a request for space sufficient to accommodate SBCT's growth within a two-year period, in accordance with the provisions of this Attachment.

1.2.1 In the state of Florida, the size specified by SBCT may contemplate a request for space sufficient to accommodate SBCT growth within an eighteen (18) month period, in accordance with the provisions of this Attachment.

1.2.2 Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any Unused Space within the BellSouth Premises.

1.2.3 Additionally, to the extent possible and subject to space availability and technical feasibility, BellSouth shall make contiguous space available to SBCT, should SBCT seek to expand its existing collocation space.

1.3 Space Reclamation. In the event of space exhaust within a Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Premises. SBCT will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

1.4 Use of Space. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.5 Rates and Charges. SBCT agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.6 Due Dates. Except in Georgia, if any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.

1.7 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder. BellSouth shall cooperate with SBCT and provide, at SBCT's expense, the documentation, including architectural drawings, necessary for SBCT to obtain the zoning, permits and/or other licenses.

2. Space Notification

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit SBCT to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons. BellSouth will comply with the provisions of Section 2.3, Denial of Application. BellSouth will respond in writing to an application within ten (10) calendar days of receipt as to whether space is available or not available within a BellSouth Premises ("Space Availability Notice"). If the amount of space requested is not available, BellSouth will notify SBCT of the amount of space that is available.

2.1.1 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 SBCT of the amount of space that is available.

2.1.2 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 SBCT of the amount of space that is available.

2.1.3 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 SBCT of the amount of space that is available.

2.1.4 When space within a BellSouth Premises is exhausted, in accordance with this Section 2 and upon request from SBCT, BellSouth will provide Adjacent Collocation or Virtual Collocation in that Premises, subject to technical feasibility and space availability.

2.1.5 BellSouth may retain a limited amount of floor space for its own specific future uses, on terms no more favorable to BellSouth or any of its affiliates than those that apply to SBCT seeking to reserve Collocation space for its own future use. BellSouth will relinquish any space held for its own future use before denying a request for Virtual Collocation on grounds of space limitations unless BellSouth proves to the appropriate state commission that Virtual Collocation at that point is not technically feasible.

2.1.6 During the time that a Premises does not have any unused space available and SBCT has been denied physical collocation for that reason, BellSouth shall not assign any unused space, to itself or to others.

2.1.7 When planning renovations of an existing facility or constructing or leasing a new facility, BellSouth will take into account projected demand for collocation of equipment.

2.1.8 BellSouth shall not set a maximum Collocation space limitation on SBCT unless BellSouth proves to the Commission that space constraints make such restrictions necessary.

2.1.9 Upon request from SBCT, BellSouth will remove obsolete unused equipment from its Premises prior to BellSouth's scheduled removal of such equipment to increase the amount of space available for collocation.

2.2 Space Availability Report. Upon request from SBCT, 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. BellSouth will not require SBCT to submit an application in order to receive such written report.

2.2.1 The request from SBCT for the Space Availability Report must be written and must include the address of 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 of a particular Premises, by providing such report in writing to SBCT within ten (10) calendar days of receipt of such request.

2.2.2.1 In Mississippi, BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Premises within the state of Mississippi. The response time for requests of more than five (5) Premises shall be

negotiated between the Parties. If BellSouth can not meet the ten business day response time, BellSouth shall notify SBCT and inform SBCT of the time frame under which it can respond.

2.3 Denial of Application. After notifying SBCT that BellSouth has no available space in the requested Premises ("Denial of Application") pursuant to Section 2.1, BellSouth will allow SBCT, upon request, to tour the entire Premises at no charge within ten (10) calendar days of receipt of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of receipt of the Denial of Application. If the request is received after five (5) calendar days of receipt of the Denial of Application, the tour shall nonetheless be scheduled within ten (10) calendar days of the request for the tour.

2.3.1 Denial of Application (Mississippi). In Mississippi, after notifying SBCT that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow SBCT, upon request, to tour the entire Premises within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Premises must be received by BellSouth within five (5) business days of the Denial of Application.

2.3.2 If, after the tour, SBCT and BellSouth disagree on the availability of space, SBCT can immediately submit the dispute to the Commission, notwithstanding the provisions of the Resolution of Disputes in Section 13 of the General Terms And Conditions of this Agreement.

2.3.3 Whenever BellSouth objects to collocation of equipment by SBCT for the purposes within the scope of Section 251(c)(6) of the Act, BellSouth shall prove to the Commission that the equipment will not be actually used by SBCT for the purpose of obtaining interconnection or access to unbundled network elements. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. When BellSouth denies collocation of SBCT's equipment, citing safety standards, BellSouth must provide to SBCT within five (5) business days of the denial a list of all equipment that BellSouth locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends SBCT's equipment fails to meet. If BellSouth denies collocation due to technical infeasibility, BellSouth will notify SBCT in writing within five (5) business days of the denial and specify the basis for the denial.

2.4 Filing of Petition for Waiver. Notwithstanding the provisions of the Resolution of Disputes in Section 13 of the General Terms and Conditions of this Agreement, 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. SBCT must submit an updated, complete, and correct application to BellSouth within thirty (30) business days of such notification or notify BellSouth in writing within that time that SBCT 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 SBCT 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 SBCT from the waiting list. Upon request, BellSouth will advise SBCT as to its position on the list.

2.5.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the date on which a Premises runs out of physical collocation space. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Premises previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5

2.7 Regulatory Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals applicable to SBCT that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof. Notwithstanding the above, the Parties shall amend this Agreement to incorporate any new procedures or intervals pursuant to Section 16.3 of the General Terms and Conditions.

2.8 The intervals herein reflect the intervals applicable in the various states as approved by the Commission or, where no such Commission approved intervals exist, the FCC ordered intervals; to the extent these intervals differ from those approved by the Commissions, the Commission approved intervals shall apply.

3. Collocation Options

3.1 Cageless. BellSouth shall allow SBCT to collocate SBCT's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow SBCT to have direct access to its equipment and facilities, 24 hours a day 7 days a week. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where SBCT'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, SBCT 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. At SBCT's option and upon request, BellSouth shall construct enclosures in compliance with SBCT's collocation request. BellSouth shall also, at SBCT's option and upon request, permit SBCT to subcontract the construction of the physical collocation arrangement enclosure using a vendor certified by BellSouth ("BellSouth Certified Vendor"), pursuant to Section 6.5 "Use of BellSouth Certified Vendors".

3.2.1 When SBCT subcontracts the construction, SBCT must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's enclosure guidelines and specifications which shall be applied in a nondiscriminatory manner and at parity to BellSouth, prior to starting equipment installation and at SBCT's sole expense. BellSouth will provide enclosure guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, SBCT and SBCT's BellSouth Certified Contractor must comply with the more stringent local building code requirements. SBCT'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 SBCT and provide, at SBCT's expense, the documentation, including architectural drawings, necessary for SBCT to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to SBCT the costs of providing the documentation. The BellSouth Certified Contractor shall bill SBCT directly for all work performed for SBCT pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. SBCT must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure.

3.2.2 Upon SBCT's request, BellSouth shall review SBCT's plans and specifications prior to construction. In the event that SBCT does not request prior review, BellSouth may elect to review SBCT's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. SBCT may design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews SBCT's plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review SBCT's plans and specifications prior to construction and in the event SBCT does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's Collocation enclosure guidelines and specifications. BellSouth may require SBCT to remove or correct within seven (7) calendar days at SBCT's expense any structure that does not meet the approved submitted plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.3 Shared (New and Subleased) Caged Collocation. SBCT may allow other telecommunications carriers to share SBCT's caged collocation arrangement pursuant to terms and conditions agreed to by SBCT ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. SBCT shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by SBCT that said agreement imposes upon the Guest(s) the same terms and conditions for collocation space as set forth in this Agreement between BellSouth and SBCT.

3.3.1 SBCT 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 provisions of the services and access to unbundled network elements.

3.3.2 SBCT 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 SBCT's Guests in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.3.3 In the event SBCT enters into a Host/Guest arrangement as a Guest, and the Host terminates occupancy of the Collocation Space, SBCT may elect to accept the responsibility for 1) the portion of the Collocation Space occupied by SBCT through an assignment of the portion of the collocation space, or 2) if there is no waiting list for the subject Premises, the entire collocation space through an assignment of the collocation space. The assignment will be in a form proposed by BellSouth and will be subject to BellSouth's consent, which will not be unreasonably withheld. Under the assignment, SBCT must assume control of the space pursuant to the terms and conditions of its collocation agreement with BellSouth, as amended to include any pre-existing terms and conditions between BellSouth and the Host which are required to accommodate the collocation arrangement being assigned. In the event the Host terminates its occupancy, has not otherwise assigned its rights to the collocation space and refuses to execute an assignment of the collocation space to SBCT, SBCT may assume responsibility for the portion of the collocation space occupied by SBCT pursuant to terms and conditions similar to an assignment of the collocation space and in accordance with SBCT's collocation agreement with BellSouth, as amended to include any pre-existing terms and conditions between BellSouth and the Host which are required to accommodate the collocation arrangement being assigned. After the assignment is effective, SBCT may thereafter submit an application to effect changes to its collocation space, in accordance with the rates, terms and conditions applicable thereto.

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

3.4.1 Should SBCT elect such option, SBCT must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications, subject only to reasonable safety and maintenance requirements. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, SBCT and SBCT's BellSouth Certified Vendor must comply with local building code requirements. SBCT's BellSouth

Certified Vendor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. SBCT's BellSouth Certified Vendor shall bill SBCT directly for all work performed for SBCT pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. SBCT 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 SBCT's locked enclosure prior to notifying SBCT, pursuant to Section 15.

3.4.2 SBCT must submit its plans and specifications to BellSouth with its Firm Order. Upon SBCT's request, BellSouth shall review SBCT's plans and specifications prior to construction of an Adjacent Arrangement. In the event that SBCT does not request prior review, BellSouth may elect to review SBCT's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews SBCT's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review SBCT's plans and specifications prior to construction, and in the event SBCT does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require SBCT to remove or correct within seven (7) calendar days at SBCT's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.

3.4.3 SBCT shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At SBCT's option, and where the local authority having jurisdiction permits, BellSouth shall provide power and physical collocation services and facilities subject to the same nondiscrimination requirements as applicable to any other physical collocation arrangement. SBCT's BellSouth Certified Vendor 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.

3.5 A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. SBCT, in seeking a particular collocation arrangement, either physical or virtual, is entitled to a presumption that such arrangement is technically feasible if any LEC has deployed such Collocation arrangement in any ILEC premises.

4. Occupancy

4.1 Commencement Date. The "Commencement Date" shall be the day SBCT's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. SBCT must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. For purposes of this paragraph, SBCT'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, SBCT may terminate occupancy in a particular Collocation Space by submitting, at least thirty (30) days prior to SBCT's intended termination date, a Subsequent Application requesting termination of occupancy. No Application Fee is required for a Subsequent Application requesting only termination of occupancy. Such application shall include the date SBCT intends to terminate the occupancy in the applicable premises space. Upon termination of such occupancy, SBCT at its expense shall remove its equipment and other property from the Collocation Space. SBCT shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of SBCT's Guests, unless the Guest assumes responsibility for the collocation space, provided, however, that SBCT shall continue payment of monthly fees to BellSouth until such date as SBCT has fully vacated the Collocation Space. Should SBCT fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of SBCT at SBCT's expense and with no liability for damage or injury to SBCT's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of SBCT's right to occupy Collocation Space, SBCT shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the SBCT except for ordinary wear and tear, unless otherwise agreed to by the Parties. SBCT shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment that is necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment that is necessary 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, equipment being collocated to terminate basic transmission facilities pursuant to the Act (including 47 C.F.R. §§ 64.1401 and 64.1402 as of August 1, 1996) 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 BellCore (Telcordia) Network Equipment Building Systems (NEBS) Level 1 General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1. BellSouth may not object to the Collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the Collocation of equipment on the grounds that the equipment fails to comply with National Equipment and Building Specifications ("NEBS") performance standards.

5.1.2 SBCT shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that SBCT submits an application for terminations that exceed the total capacity of the collocated equipment, SBCT will be informed of the discrepancy and will be required to submit a revision to the application.

5.1.3 SBCT shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

5.1.4 SBCT shall place a plaque or other identification affixed to SBCT's equipment necessary to identify SBCT's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. SBCT may elect to place SBCT-owned or SBCT-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premise housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. SBCT will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. SBCT 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 the SBCT's equipment in the Collocation Space. In the event SBCT utilizes a non-metallic, riser-type entrance facility, a splice will not be required. SBCT must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. SBCT is responsible for

maintenance of the entrance facilities. At SBCT's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation and where entrance facilities are being placed in the entrance manhole and/or cable vault, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office termination point.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide SBCT 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 SBCT's arrangement. The location of the second serving manhole(s) will be determined at the sole discretion of BellSouth. BellSouth will designate the second point of interconnection in close proximity to the Premises. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response. Upon request from SBCT and at SBCT's expense, BellSouth shall also provide for diversity of fiber within the Premises, where technically feasible.

5.2.2 Shared Use. SBCT may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another SBCT collocation arrangement within the same BellSouth Premises. SBCT must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to SBCT-provided riser cable.

5.3 Splicing in the Entrance Manhole. Although not generally permitted, should SBCT request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to SBCT by BellSouth, SBCT 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 SBCT shall notify BellSouth as soon as possible prior to entry in an emergency or out of service condition.

5.4 Demarcation Point. BellSouth will designate the point(s) of demarcation between SBCT'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. SBCT shall be responsible for providing, and SBCT's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.11. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. SBCT or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Subsection 5.5, following. At SBCT's option and expense, a Point of Termination (POT) or cross connect bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. SBCT must make arrangements with a BellSouth certified vendor for such placement.

5.5 SBCT's Equipment and Facilities. SBCT, or if required by this Attachment, SBCT's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by SBCT which must be performed in compliance with all applicable BellSouth policies and guidelines, to the extent such guidelines and specifications don't conflict with this agreement. 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). In addition to the applicable notice requirements of Section 15, BellSouth will give notice to SBCT at least 48 hours before access to the Collocation Space is required. SBCT may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that SBCT will not bear any of the expense associated with this work.

5.7 Access. Pursuant to Section 11, SBCT's employees, BellSouth Certified Vendor, contractor or agents shall have direct access to its Collocation Space(s) twenty-four (24) hours a day, seven (7) days a week, without requiring either a security escort of any kind or delaying entry into the Premises in accordance with Section 7.6. BellSouth may impose the reasonable security measures contained in 47 C.F.R. § 51.323(i)(1)-(3). Additionally, BellSouth shall provide to SBCT access to restrooms, drinking water, first aid supplies and available parking, at collocated Premises. SBCT agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") thr[illegible] SBCT, prior to the issuance of said Access Keys. Access Keys shall not be dup[illegible]ed under any circumstances. SBCT agrees to be responsible for all Access Keys and for the return of all said Access Keys issued through SBCT to its employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with SBCT or upon

the termination of this Attachment or the termination of occupancy of an individual collocation arrangement. BellSouth shall respond without unreasonable delay to reported problems with key cards or other access devices provided to SBCT.

5.7.1 Lost or Stolen Access Keys. SBCT shall notify BellSouth in writing upon discovery, 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), SBCT shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, the Parties shall not use any product or service or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by the other Party or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of the other Party or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If either Party reasonably determines that any equipment or facilities of the other party violates the provisions of this paragraph, it shall give written notice to the other Party, which notice shall direct the other Party to cure the violation within forty-eight (48) hours of actual receipt of the 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 equipment or facilities. SBCT shall also provide notice to BellSouth of any interference described above which is caused by any other entity or person within the same BellSouth Premises, and BellSouth, in its sole discretion, may pursue any contractual remedies it has relative to any interference or impairment. If SBCT experiences service degradation and doesn't know which carriers share the binder group or have deployed services in an adjacent binder group, upon SBCT's request for such information, BellSouth shall provide it with the relevant contact information for those carriers.

5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if the interfering Party fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of either Party's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to the interfering Party's equipment. Such action taken by BellSouth shall be imposed under the same conditions and at parity with the action BellSouth would impose upon itself. BellSouth will endeavor, but is not required, to provide notice to SBCT prior to taking such

action and shall have no liability to SBCT for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.8.2 For purposes of this Section 5.8, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and either Party fails to take curative action within 48 hours then the interfering Party will establish before the relevant state commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to the interfering Party or, if subsequently necessary, the relevant state commission, must be supported with specific and verifiable information. Where either Party demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the interfering Party shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.9 Personalty and its Removal. Personal property, facilities and equipment placed by SBCT 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 SBCT at any time. Any damage caused to the Collocation Space by SBCT's employees, agents or representatives during the removal of such property shall be promptly repaired by SBCT at its expense.

5.10 Alterations. In no case shall SBCT or any person acting on behalf of SBCT 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 SBCT. Any material rearrangement, modification, improvement, addition, repair, or other alteration associated with the Collocation Space shall require a Subsequent Application and Subsequent Application Fee, pursuant to Sub-section 6.2.2.

5.11 Janitorial Service. SBCT shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth certified contractor for janitorial services as needed. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

5.12 BellSouth shall be responsible for the maintenance of the exterior of the BellSouth Premises and grounds excluding any adjacent arrangements, and all entrances,

stairways, passageways, and exits used by SBCT to access the Premises. BellSouth shall maintain in the Premises customary building services and utilities, including elevator service where applicable, twenty-four (24) hours a day, seven (7) days a week.

6. Ordering and Preparation of Collocation Space

6.1 Should any state or federal regulatory agency impose ordering or provisioning procedures or intervals applicable to SBCT that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof provided that an amendment would still be required in accordance with Modifications of Agreement Section 16.3 in the General Terms and Conditions.

6.2 Application for Space. SBCT shall submit a then current BellSouth application document, which cannot be inconsistent with the provisions of this Collocation Attachment, when SBCT or SBCT's Guest(s), as defined in Section 3, desires to request or modify the use of the Collocation Space.

6.2.1 Initial Application. For SBCT or SBCT's Guest(s) initial equipment placement, SBCT shall submit to BellSouth a Physical Expanded Interconnection Application Document (Bona Fide Application). The Application is Bona Fide when it is complete meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a list of equipment that will be placed in the SBCT Collocation arrangement including but not limited to Power requirements, floor loading, and heat release of each piece of equipment, a schematic drawing of the equipment to be placed in SBCT's Collocation Space(s) and an estimate of the amount of square footage required. BellSouth shall permit SBCT to file a single Collocation application indicating the type of Collocation arrangement permitted in this Collocation Attachment. In the event the type of Collocation arrangement requested by SBCT is not available, BellSouth will identify the type(s) that is/are available and permit SBCT to file a revised application without incurring an additional Application Fee.

6.2.2 Application Modifications. In Alabama, Kentucky, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, or does not require assessment for provisioning or construction work by BellSouth, either at the request of SBCT or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge SBCT a Subsequent Application Fee. Major changes such as requesting

additional space or adding equipment may require SBCT to submit the Application with an Application Fee.

6.2.2.1 Application Modifications In South Carolina, if a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, or does not require assessment for provisioning or construction work by BellSouth, either at the request of SBCT or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate SBCT's Bona Fide Application as a result of changes requested by SBCT to SBCT's original application, then BellSouth will charge SBCT a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require SBCT to resubmit the Application with an Application Fee.

6.2.2.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information or does not require assessment for provisioning or construction work by BellSouth, either at the request of SBCT or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate SBCT's Bona Fide Application as a result of changes requested by SBCT to SBCT's original Application, then BellSouth will charge SBCT a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require SBCT to resubmit the Application with an Application Fee.

6.2.2.3 Application Modifications (Georgia). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information or does not require assessment for provisioning or construction work by BellSouth, either at the request of SBCT or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate SBCT's Bona Fide Application as a result of changes requested by SBCT to SBCT's original Application, then BellSouth will charge SBCT a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require SBCT to resubmit the Application with an Application Fee.

6.2.2.4 Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information or does not require assessment for provisioning or construction work by BellSouth, either at the request of SBCT or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate SBCT's Bona Fide Application as a result of changes requested by SBCT to SBCT's original Application, then BellSouth will charge SBCT a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require SBCT to resubmit the Application with an Application Fee.

6.2.2.5 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information or does not require assessment for provisioning or construction work by.BellSouth, either at the request of SBCT or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within thirty (30) calendar days for one (1) to ten (10) revised Applications; thirty (35) calendar days for eleven (11) to twenty (20) revised Applications; and for requests of more than twenty (20) revised Applications it is increased by five (5) calendar days for every five (5) revised Applications received within five (5) business days. If, at any time, BellSouth needs to reevaluate SBCT's Bona Fide Application as a result of changes requested by SBCT to SBCTs original application, then BellSouth will charge SBCT a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require SBCT to resubmit the application with an Application Fee.

6.3 Subsequent Application. Pursuant to Section 5.10, in the event SBCT or SBCT's Guest(s) desires to modify the use of the Collocation Space ("Augmentation"), SBCT shall complete an Application document ("Subsequent Application") 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 SBCT in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. The fee paid by SBCT for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required.. The fee for an Application where the modification

requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a full Application Fee shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by SBCT within 30 calendar days following SBCT's receipt of a bill or invoice from BellSouth. The Subsequent Application is Bona Fide when all required fields on the application are completed with the appropriate type of information.

6.4 Application Response. In South Carolina, in addition to the notice of space availability addressed in Section 2, within ten (10) days of receipt of SBCT's application for collocation, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide Applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.4.1 In Alabama, Kentucky, North Carolina, and Tennessee, in addition to the notice of space availability pursuant to Section 2, within ten (10) days of receipt of SBCT's application for collocation, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit SBCT a reasonable opportunity to correct each deficiency. SBCT must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If SBCT resubmits its Application as Bona Fide within this ten (10) day period, SBCT will retain its place in the collocation queue. 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.

6.4.2 In Florida, within fifteen (15) calendar days of receipt of an Application, 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. In addition, BellSouth will notify SBCT as to whether space is available or not available within a particular Premises. 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 SBCT 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 SBCT 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.

6.4.3 In Georgia, in addition to the notice of space availability pursuant to Section 2, within ten (10) days of receipt of SBCT's application for collocation, 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.

6.4.4 In Louisiana, in addition to the notice of space availability pursuant to Section 2. within ten (10) calendar days of receipt of SBCT's application for collocation, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. If it is determined that the Application is Bona Fide and that the amount of space requested by SBCT is available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days from the receipt of one (1) to ten (10) Bona Fide Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Bona Fide Applications; and for requests of more than twenty (20) Bona Fide Applications it is increased by five (5) calendar days for every five (5) Bona Fide Applications received within five (5) business days. The Application Response will provide sufficient information to enable SBCT to place a Firm Order including, 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.

6.4.5 In Mississippi, in addition to the notice of space availability pursuant to Section 2., within ten (10) days of receipt of SBCT's application for collocation 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 one (1) to five (5; within thirty-six (36) business days for Bona Fide Applications six (6) to ten (10); within forty-two (42) business days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15_ must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.5 Bona Fide Firm Order In South Carolina, SBCT 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 SBCT 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 SBCT's Bona Fide Application. BellSouth will not release the space that is subject of the Application Response during this 30 day period.

6.5.1 In Alabama, Kentucky, North Carolina, and Tennessee, SBCT 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 SBCT 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 five (5) calendar days after BellSouth's Application Response..

6.5.2 Bona Fide Firm Order (Mississippi). SBCT shall indicate its intent to proceed with equipment installation in a BellSouth Remote Terminal Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when SBCT has completed the Application/Inquiry process described in Section 6.3, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to SBCT's Bona Fide Application or the Application will expire.

6.5.3 Should SBCT disagree with the proposed quotation, SBCT may accept the quotation subject to protest, which will be resolved by the Dispute Resolution process of the

Agreement. In such case, BellSouth's obligations under this Attachment Collocation will be the same as if SBCT accepted the quotation without protest.

6.5.4 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of SBCT'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. Revisions will only be made to a Bona Fide Firm Order by way of a Subsequent Application, pursuant to this Section 6.

6.5.5 As soon as SBCT's employees or its BellSouth Certified Vendor complete the security training and upon receipt of the Bona Fide Firm Order SBCT may request 24 x 7 Access pursuant to the provisions in Section 5.8. Additionally, BellSouth will permit one accompanied site visit to SBCT's designated collocation arrangement location without charge to SBCT.

6.5.6 Pursuant to Section 5.8 above, SBCT must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for each employee or agent requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date the employee or agent desires access to the Collocation Space. SBCT may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event SBCT desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit SBCT to access the Collocation Space, accompanied by a security escort at SBCT's expense. SBCT must request escorted access at least three (3) business days prior to the date such access is desired. SBCT may (add or delete) individuals for access as needed.

6.6 Construction and Provisioning Interval. In Alabama (Caged Only), Kentucky, North Carolina and Tennessee, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major 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 SBCT 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 SBCT 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 SBCT 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 SBCT at the time the application is received. Raw space, which is space void of 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.

6.6.1 To be considered a timely and accurate forecast, SBCT must submit to BellSouth the CLEC Forecast Form, as set forth in Exhibit E attached hereto, containing the following information: Central Office/Service Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.

6.6.2 In Alabama, for cageless collocation requests, BellSouth shall 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 ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty (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 SBCT cannot agree upon a completion date, within forty (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

6.6.4 In Georgia, BellSouth will use best efforts to complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to

support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with SBCT 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 ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, 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. For Augmentations, BellSouth will provision requests within sixty (60) calendar days of receipt of a Bona Fide Firm Order.

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 one hundred (120) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred eighty (180) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.6.7 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 ninety (90) calendar days from receipt of a bona fide firm order.

6.6.8 Should BellSouth find that it cannot meet the collocation preparation interval agreed to by the Parties, BellSouth shall immediately notify SBCT of the reasons for the delay and request to negotiate a new space ready commitment date or seek a waiver from the interval from the state Commission.

6.7 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and SBCT will commence within a maximum of fifteen (15) calendar days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will discuss the preliminary design of the Collocation Space, including but not limited to cable holes, ground bars, doors, and convenience outlets, and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. Where possible, BellSouth will accommodate SBCT's request; provided, however, that BellSouth shall have the ultimate decision making power with regard thereto. The Collocation Space completion due date and the date on which BellSouth will deliver Access Customer Termination Location (ACTL) codes and CFA for facilities listed in the Application will be provided to SBCT during the joint planning meeting or as soon as possible thereafter. BellSouth shall use best efforts to deliver ACTL codes and CFA prior to Space Acceptance. BellSouth will complete all design work following the joint planning meeting.

6.8 Within five days of request, by SBCT, BellSouth shall provide:

6.8.1 BellSouth technical publication guidelines that impact the design of SBCT Telecommunications equipment;

6.8.2 Work restriction guidelines;

6.8.3 Escalation process for BellSouth representatives (names, telephone numbers, and escalation order) for any dispute or problem that might arise pursuant to SBCT's Collocation;

6.8.4 BellSouth contacts (name and telephone number) for the following areas: engineering, physical and logical security, provisioning, billing, operations, and site and/or building managers. SBCT will provide comparable information

6.9 Permits. Each Party or its agents will dilig ently 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.

6.10 Acceptance Walk Through. SBCT and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by SBCT. BellSouth will correct any deviations to SBCT's original or jointly amended requirements within five seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame. The corrections of said deviations shall be at BellSouth's

expense. The Collocation space will be considered timely delivered at such time that BellSouth finishes construction in accordance with SBCT's application and turns functional space over to SBCT.

6.11 Use of BellSouth Certified Vendor. Unless stated otherwise in this attachment, SBCT shall select a vendor, which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required on the Collocation Space or SBCT may perform such work itself if so certified. BellSouth shall provide SBCT with a list of its BellSouth Certified Vendors upon request. The BellSouth Certified Vendor(s) shall be responsible for installing SBCT's equipment and components, installing, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and SBCT upon successful completion of installation. The BellSouth Certified Vendor shall bill SBCT directly for all work performed for SBCT pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Vendor. BellSouth shall not require SBCT to use BellSouth's internal engineering or installation work forces for the engineering or installation of SBCT's Physically Collocated equipment. BellSouth shall consider certifying SBCT or any vendor proposed by SBCT. Approval by BellSouth will be based on the same criteria BellSouth uses in approving contractors for its own purposes, which BellSouth will make available to SBCT upon request. For contractors not previously approved by BellSouth, BellSouth will provide written approval/disapproval of any SBCT selected contractor at parity with itself and in a nondiscriminatory manner. Such approval will not be unreasonably withheld. If BellSouth does not approve the SBCT selected vendor or contractor, BellSouth will provide SBCT the reason for the disapproval in writing.

6.12 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. SBCT shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service SBCT's Collocation Space. Upon request, BellSouth will provide SBCT with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by SBCT.

6.13 Basic Telephone Service. Upon request of SBCT, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested. Upon SBCT request with sufficient notice, such service shall be available at the Collocation arrangement on the day that the space is turned over to SBCT by BellSouth.

6.14 BellSouth will provide Power, back-up Power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for SBCT's equipment in the same quality and at the same standards that BellSouth provides such conditions for

its own substantially similar equipment or facilities, or the substantially similar equipment of its Affiliates or third parties, within the Premises.

6.15 Virtual Collocation Transition In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, SBCT may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by SBCT, such information will be provided to SBCT in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to SBCT within 180 days of BellSouth's written denial of SBCT's request for physical collocation, and (ii) SBCT was not informed in the written denial that physical collocation space would become available within such 180 days, then SBCT 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 credit for any SBCT must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

6.16 Cancellation. If, at anytime prior to space acceptance, SBCT cancels its order for the Collocation Space(s), SBCT will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received including an any additional expenses incurred by BellSouth to bring any processes to a stopping point. In no event will the level of reimbursement under this paragraph exceed the maximum amount SBCT would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.17 Licenses. SBCT, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

6.18 The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

6.19 **Power**

6.19.1 BellSouth will provide –48 Volt (-48V) DC and AC power to SBCT's collocation space in accordance with Section 7. Power and BellSouth associated performance, availability, restoration, and other operational characteristics shall be, at a minimum, at parity with that BellSouth provides to its substantially similar equipment or the

substantially similar equipment of its Affiliates or third parties, unless otherwise mutually agreed in writing.

7. Rates and Charges

7.1 BellSouth shall assess an Application Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to Section 2.1. Payment of said Application Fee will be due as dictated by SBCT's current billing cycle and is non-refundable.

7.2 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. SBCT shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date SBCT first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event SBCT opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to SBCT as prescribed in Section 7.7.

7.3 Space Preparation Fee in Florida. Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. SBCT shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date SBCT first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event SBCTopts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to SBCTas prescribed in Section 7.7.

7.4 Space Preparation Fee in Georgia. In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of $100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event SBCT

opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to SBCT as prescribed in Section 7.7.

7.5 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal –48V DC ampere requirements specified by SBCT on the Bona Fide Application. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date SBCT first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event SBCT opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to SBCT as described in Section 7.7.

7.6 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.

7.7 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, SBCT shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, SBCT 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 cageless Collocation Space in conventional equipment rack lineups where feasible. In the event SBCT's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, SBCT 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 SBCT first occupies the Collocation Space, whichever is sooner.

7.8 Power. BellSouth shall make available –48 Volt (-48V) DC power for SBCT's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at SBCT's option within the Premises.

7.8.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to SBCT's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by

SBCT's BellSouth Certified Vendor . When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by SBCT's BellSouth Certified power Vendor. SBCT is responsible for contracting with a BellSouth Certified Vendor for power distribution feeder cable runs from a BellSouth BDFB or power board to SBCT's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Vendor contracted by SBCT must provide BellSouth a copy of the engineering power specification prior to the day on which SBCT's equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and SBCT's arrangement area. SBCT shall contract with a BellSouth Certified Vendor who will be responsible for the following: dedicated power cable support structure within SBCT's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Vendor. SBCT shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

7.8.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, SBCT has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Vendor who shall comply with BellSouth's guidelines and specifications. Where the addition of SBCT's dedicated power plant results in construction of a new power plant room, upon termination of SBCT's right to occupy collocation space at such site, SBCT shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

7.8.3 If SBCT elects to install its own DC Power Plant BellSouth shall provide AC power to feed SBCT'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 SBCT's BellSouth Certified Vendor except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. SBCT's BellSouth Certified Vendor must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis. At SBCT's option, SBCT may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

7.8.4 Upon request and subject to the installation and engineering requirements set forth in Section 7.8.3, BellSouth shall provide AC power to SBCT's collocation arrangement for AC powered equipment installed in the collocation arrangement and bill SBCT the applicable rates in Exhibit A.

7.9 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.

7.10 Security Escort. A security escort will be required whenever SBCT or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.5.2 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and SBCT shall pay for such half-hour charges in the event SBCTfails to show up.

7.11 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or an effective order in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission. Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, SBCTshall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to SBCT. 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..

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

8. Insurance

8.1 SBCTshall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

8.2 SBCT 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 SBCT's real and personal property situated on or within BellSouth's Central Office location(s).

8.2.4 SBCTmay 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 SBCTto at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.4 All policies purchased by SBCT 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 SBCT's property has been removed from BellSouth's Premises, whichever period is longer. If SBCTfails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from SBCT.

8.5 SBCT 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. SBCTshall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from SBCT's insurance company. SBCTshall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

8.6 SBCT 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 SBCT's net worth exceeds five hundred million dollars ($500,000,000), SBCTmay elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. SBCTshall 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 SBCTin the event that self-insurance status is not granted to SBCT. If BellSouth approves SBCTfor self-insurance, SBCTshall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of SBCT's corporate officers. The ability to self-insure shall continue so long as the SBCTmeets all of the requirements of this Section. If the SBCTsubsequently no longer satisfies this Section, SBCTis 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 SBCTto 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 SBCT), 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) 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 SBCT's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between SBCT's equipment and equipment of BellSouth. BellSouth may conduct an inspection if SBCT adds equipment and may otherwise conduct routine inspections at reasonable intervals

mutually agreed upon by the Parties. BellSouth shall provide SBCT 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. SBCT reserves the right to be present at all such inspections by BellSouth.

11. Security and Safety Requirements

11.1 BellSouth represents and warrants that none of the security and safety requirements set forth in this section are more stringent than the security requirements BellSouth maintains at its own premises either for its own employees or for authorized contractors. Only BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 3, preceding, or authorized agents of SBCT will be permitted in the BellSouth Premises. SBCT 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 SBCT's name. BellSouth reserves the right to remove from its premises any employee of SBCT not possessing identification issued by SBCT. SBCT shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. SBCT shall be solely responsible for ensuring that any Guest of SBCT is in compliance with all subsections of this Section 11.

11.1.1 SBCT will be required, at its own expense, to conduct a statewide investigation of criminal history records for each SBCT employee being considered for work on the BellSouth Premises, for the states/counties where the SBCT employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. This requirement will not apply if SBCT has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the SBCT employee seeking access, for the states/counties where the SBCT employee has worked and lived for the past five years.

11.1.2 SBCT 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 SBCT shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. SBCT 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 SBCT personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the even that SBCT chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, SBCT 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 SBCT shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

11.1.5 SBCT shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

11.1.6 For each SBCT employee requiring access to a BellSouth Premises pursuant to this agreement, SBCT 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, SBCT will disclose the nature of the convictions to BellSouth at that time. In the alternative, SBCT 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, SBCT shall promptly remove from the BellSouth's Premises any employee of SBCT 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 SBCT is found interfering with the property or personnel of BellSouth or another SBCT, provided that an investigation shall promptly be commenced by BellSouth.

11.2 Notification to BellSouth. BellSouth reserves the right to interview SBCT'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 SBCT's Security contact of such interview. SBCT and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving SBCT's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill SBCT for all reasonable costs associated with investigations involving SBCT's employees, agents, or contractors if it is established and mutually agreed in good faith that SBCT's employees, agents, or contractors are responsible for the damaged act. Each Party shall bill the other Party for its property which is stolen or damaged where an investigation determines the culpability of the other Party's employees, agents, or contractors and where the other Party agrees, in good faith, with the results of such investigation. SBCT shall notify BellSouth in writing immediately in the event that the SBCT 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. SBCT shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the aocountability of either Party to the other for the improper actions of its employees.

11.5.1 BellSouth shall be responsible for the security of the Premises. If a security issue arises or if SBCT believes that BellSouth's security measures are not reasonable and prudent, SBCT shall notify BellSouth and the Parties shall work together to address the problem. BellSouth shall, at a minimum, do the following:

11.5.2 BellSouth shall establish procedures for controlling access by BellSouth's employees, security guards and others to the Collocation area(s) where SBCT's equipment is collocated. Unless an emergency situation exists that could result in harm to SBCT's network and equipment, BellSouth's network and equipment, or the Premises, BellSouth will provide written notice to SBCT at least two (2) business days prior to all intended access. BellSouth's procedures shall limit access to the Collocation areas to BellSouth's employees, agents or invitees having a business need only.

11.5.3 BellSouth shall provide notification within a reasonable period of time to designated SBCT personnel to indicate a known actual security breach.

11.5.4 In emergency situations, common courtesy will be extended between SBCT's and BellSouth's employees and designated agents, including the provision of and first aid supplies.

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 SBCT's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate its occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for SBCT'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 SBCT, 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. SBCT 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 SBCT's acceleration of the project increases the cost of the project, then those additional charges will be incurred by SBCT. Where allowed and where practical, SBCT may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, SBCT shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for SBCT's permitted use, until such Collocation Space is fully repaired and restored and SBCT's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where SBCT has placed an Adjacent Arrangement pursuant to Section 3.5, SBCT 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, regarding such space or 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 SBCT shall each have the right for good cause and if there are no other reasonable alternatives availableto terminate this Attachment and declare the same null and void, regarding

such space or arrangement, by written notice of such intention to the other party within ten (10) days after such taking.

14. Nonexclusivity

14.1 SBCT 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. Notifications

15.1 For the purpose of notice permitted or required by this Collocation Attachment, each Party shall provide the other Party single points of contact, and if required, available twenty-four (24) hours a day, seven (7) days a week.

15.2 BellSouth shall provide SBCT with written notice five (7) calendar 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 SBCT, or that is directly related to circuits that support SBCT equipment.

15.3 BellSouth will inform SBCT 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 SBCT, or is directly related to circuits that support SBCT 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 SBCT can take any action required to monitor or protect its service.

15.4 As soon as practical, BellSouth will provide verbal notification to SBCT of outages, operations problems or trouble conditions that may impact or degrade SBCT's network, facilities or equipment, as well as an estimated time for restoration of services. As soon as practical, after the trouble has been identified, BellSouth will provide trouble status reports when requested by SBCT.

EXHIBIT A: BELLSOUTH/SBCT 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
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.24	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.01	
PE1SM	Common Systems Modifications – Caged*	Per cage	$102.16	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$178.65	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$17.52	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
	Power			
PE1PL	-48V DC Power*	Per amp	$9.00	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.63	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.26	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.89	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.99	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$.031	$33.68/$31.79
PE1P4	4-wire		$.062	$33.63/$31.67
PE1P1	DS-1		$1.28	$52.93/$39.87
PE1P3	DS-3		[illegible]	$51.99/$38.59
PE1F2	2-fiber		$3.23	$52.00/$38.60
PE1F4	4-fiber		$5.73	$64.54/$51.14

ALABAMA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per central office	$52.27	
PE1A1	New Access Card Activation*	Per card	$.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
	POT Bay Arrangements *Prior to 6/1/99*	Per cross connect		
PE1PE	2-Wire Cross-Connect		$0.08	NA
PE1PF	4-Wire Cross-Connect		$0.17	NA
PE1PG	DS1 Cross-Connect		$0.69	NA
PE1PH	DS3 Cross-Connect		$4.74	NA
PE1B2	2-Fiber Cross-Connect		$32.02	NA
PE1B4	4-Fiber Cross-Connect		$40.48	NA
	Cable Records[1]			**Note 2** Initial/Subsequent
PE1CR	Cable Records	Per request	NA	$1708/$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.51/$923.51
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.02/$18.02
PE1C1	DS1	Per T1TIE	NA	$8.44/$8.44
PE1C3	DS3	Per T3TIE	NA	$29.53/$29.53
PE1CB	Fiber Cable	Per cable record	NA	$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/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/SBCT RATES – FLORIDA PHYSICAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request		$3,791.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,160.00
	Space Preparation Fees			$1,211.00
PE1SJ	Firm Order Processing			
PE1SK	Central Office Modifications	Per sq. ft.	$2.58	
PE1SL	Common Systems Modifications – Cageless	Per sq. ft.	$2.96	
PE1SM	Common Systems Modifications – Caged	Per cage	$100.66	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Wire Cage	Per first 100 sq. ft.	$205.93	NA
PE1CW	Wire Cage	Per add'l 50 sq. ft.	$20.20	NA
PE1PJ	Floor Space	Per sq. ft.	$6.57	NA
PE1BD	Cable Installation	Per cable		$1,826.00
PE1PM	Cable Support Structure		$21.66	NA
	Power			
PE1PL	-48V DC Power	Per amp	$8.86	NA
PE1FB	120V AC Power single phase	Per breaker amp	$5.62	-
PE1FD	240V AC Power single phase	Per breaker amp	$11.26	-
PE1FE	120V AC Power three phase	Per breaker amp	$16.88	-
PE1FG	277 AC Power three phase	Per breaker amp	$38.98	-
	Cross Connects			First/Add'l
	2-wire	Per cross connect	$.074	$34.53/$32.51
	4-wire	Per cross connect	$.148	$34.54/$32.53
	DS1	Per cross connect	$1.29	$54.15/$40.94
	DS3	Per cross connect	$17.48	$53.28/$39.65
	2-fiber	Per cross connect	$2.96	$53.28/$39.66
	4-fiber	Per cross connect	$5.66	$66.08/$52.47

FLORIDA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System	Per premises	$89.48	
PE1A1	New Access Card Activation	Per card	$.06	$56.03
PE1AA	Administrative change, existing card	Per card		$15.71
PE1AR	Replace lost or stolen card	Per card		$45.93
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
	Security Escort	Per ¼ hour		
PE1BQ	Basic Time		NA	$10.89
PE1OQ	Overtime		NA	$13.64
PE1PQ	Premium Time		NA	$16.40

Note(s):

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

(1) **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 SBCT to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.

(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.

(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.

EXHIBIT A: BELLSOUTH/SBCT 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 **(Note 2)**	Per sq. ft.	NA	$100.00
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$187.36	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$18.38	NA
	Floor Space			
PE1PJ	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
	Power			
PE1PL	-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	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.030	$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	$.058	$55.51
PE1AA	Administrative change, existing card*	Per card		$15.56
PE1AR	Replace lost or stolen card*	Per card		$45.50
PE1AK	Initial Kev	Per kev	NA	$26.16
PE1AL	Replace lost or stolen key	Per key	NA	$26.16
PE1SR	Space Availability Report*	Per premises requested		$2,148.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.40	NA
PE1PF	4-Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	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

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/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/SBCT 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
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,202.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.38	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.30	
PE1SM	Common Systems Modifications – Caged*	Per cage	$112.11	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$189.85	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$18.62	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
	Power			
PE1PL	-48V DC Power*	Per amp	$8.77	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.58	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.16	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.74	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.65	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.037	$33.67/$31.78
PE1P4	4-wire		$0.075	$33.66/$31.70
PE1P1	DS-1		$1.51	$52.97/$39.90
PE1P3	DS-3		$19.15	$52.04/$38.62
PE1F2	2-fiber		$3.80	$52.04/$38.63
PE1F4	4-fiber		$6.75	$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	$.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
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.06	NA
PE1PF	4-Wire Cross-Connect		$0.15	NA
PE1PG	DS1 Cross-Connect		$0.58	NA
PE1PH	DS3 Cross-Connect		$4.51	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.86/$21.46
PE1OT	Overtime		NA	$44.10/$27.72
PE1PT	Premium Time		NA	$54.35/$33.97
	Cable Records[1]			**Note 2** Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1709/1166
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.83/$923.83
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

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/SBCT 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
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,200.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.60	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.15	
PE1SM	Common Systems Modifications – Caged*	Per cage	$105.87	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$207.06	NA
PE1C.W	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.31	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
	Power			
PE1PL	-48V DC Power*	Per amp	$9.20	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.66	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.34	-
PE1FE	120V AC Power three phase*	Per breaker amp	$17.00	-
PE1FG	277 AC Power three phase*	Per breaker amp	$39.26	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.036	$33.61/$31.76
PE1P4	4-wire		$0.073	$33.53/$31.58
PE1P1	DS-1		$1.20	$52.80/$39.76
PE1P3	DS-3		$15.26	$51.86/$38.49

LOUISIANA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1F2	2-fiber		$3.03	$51.86/$38.49
PE1F4	4-fiber		$5.38	$64.36/$50.99
PE1AX	Security Access System Security System*	Per premises	$60.60	
PE1A1	New Access Card Activation*	Per card	$.060	$55.51
PE1AA	Administrative change, existing card*	Per card		$15.57
PE1AR	Replace lost or stolen card	Per card		$45.51
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
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.0776	NA
PE1PF	4-Wire Cross-Connect		$0.1552	NA
PE1PG	DS1 Cross-Connect		$0.6406	NA
PE1PH	DS3 Cross-Connect		$4.75	NA
PE1B2	2 Fiber Cross-Connect		$47.44	NA
PE1B4	4 Fiber Cross-Connect		$63.97	NA
	Cable Records[1]			**Note 2** Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1706/$1165
PE1CD	VG/DS0 Cable	Per cable record	NA	$922.51/$922.51
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	$278.65/$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.

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/SBCT 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
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,200.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.61	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$2.88	
PE1SM	Common Systems Modifications – Caged*	Per cage	$97.85	
	Space Enclosure(100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$208.30	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.43	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
	Power			
PE1PL	-48V DC Power*	Per amp	$8.96	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.61	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.23	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.84	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.89	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$.038	$33.65/$31.77
PE1P4	4-wire		$.076	$33.46/$31.52

MISSISSIPPI (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1P1	DS-1		$1.30	$52.73/$39.70
PE1P3	DS-3		$16.55	$51.78/$38.43
PE1F2	2-fiber		$3.28	$51.78/$38.43
PE1F4	4-fiber		$5.83	$64.27/$50.91
PE1AX	Security Access System Security System*	Per premises	$85.54	
PE1A1	New Access Card Activation*	Per card	$.061	$55.50
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		$2,147.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.1195	NA
PE1PF	4-Wire Cross-Connect		$0.2389	NA
PE1PG	DS1 Cross-Connect		$0.9862	NA
PE1PH	DS3 Cross-Connect		$5.81	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Cable Records[1]			**Note 2**
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1706/1164
PE1CD	VG/DS0 Cable	Per cable record	NA	$922.28/$922.28
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.00/$18.00
PE1C1	DS1	Per T1TIE	NA	$8.42/$8.42
PE1C3	DS3	Per T3TIE	NA	$29.49/$29.49
PE1CB	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.

EXHIBIT A: BELLSOUTH/SBCT 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			
	Central Office Modification*	Per sq. ft.	$1.57	
	Common Systems Modification – Cageless*	Per sq. ft.	$3.26	
	Common Systems Modification – Caged*	Per cage	$110.79	
	Power*	Per nominal –48v DC Amp	$5.76	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh*	Per first 100 sq. ft.	$102.76	NA
PE1CW	Welded Wire-mesh*	Per add'l 50 sq. ft.	$10.44	NA
PE1PJ	Floor Space*	Per sq. ft.	$3.45	NA
PE1BD	Cable Installation*	Per cable	NA	$2,305.00
PE1PM	Cable Support Structure*	Per entrance cable	$21.33	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$6.65	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.01	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.51	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.12	-
	Cross Connects **(Note 1)**	Per cross connect		First/Add'l
PE1P2	2-wire*		$0.32	$41.78/$39.23
PE1P4	4-wire*		$0.64	$41.91/$39.25
PE1P1	DS-1*		$2.34	$71.02/$51.08
PE1P3	DS-3*		$42.84	$69.84/$49.43
PE1F2	2-fiber		$2.94	$51.97/$38.59
PE1F4	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	$.062	$55.30
PE1AA	Administrative change, existing card*	Per card		$15.51
PE1AR	Replace lost or stolen card	Per card		$45.34
PE1AK	Initial Kev	Per kev	NA	$26.18
PE1AL	Replace lost or stolen key	Per key	NA	$26.18
PE1SR	Space Availability Report*	Per premises requested		$2,140.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.10	NA
PE1PF	4-Wire Cross-Connect		$0.19	NA
PE1PG	DS1 Cross-Connect		$0.79	NA
PE1PH	DS3 Cross-Connect		$4.85	NA
PE1B2	2 Fiber Cross-Connect		$45.30	NA
PE1B4	4 Fiber Cross-Connect		$61.09	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$42.92/$25.56
PE1OT	Overtime		NA	$54.51/$32.44
PE1PT	Premium Time		NA	$66.10/$39.32
	Cable Records[1]			**Note 2**
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	$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/SBCT 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.

EXHIBIT A: BELLSOUTH/SBCT 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
	Space Preparation Fees			
PE1SJ	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	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	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
	Power			
PE1PL	-48V DC Power*	Per amp	$9.19	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.67	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.36	-
PE1FE	120V AC Power three phase*	Per breaker amp	$17.03	-
PE1FG	277 AC Power three phase*	Per breaker amp	$39.33	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$.034	$33.75/$31.86
PE1P4	4-wire		$.068	$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	$.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/SBCT 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.

EXHIBIT A: BELLSOUTH/SBCT 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
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,204.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.74	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$2.95	
PE1SM	Common Systems Modifications – Caged*	Per cage	$100.14	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$218.53	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$21.44	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
	Power			
PE1PL	-48V DC Power*	Per amp	$8.87	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.60	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.22	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.82	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.84	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.033	$33.82/$31.92
PE1P4	4-wire		$0.066	$33.94/$31.95
PE1P1	DS-1		$1.51	$53.27/$40.16
PE1P3	DS-3		$19.26	$52.37/$38.89
PE1F2	2-fiber		$3.82	$52.37/$38.89
PE1F4	4-fiber		$6.79	$65.03/$51.55

TENNESSEE (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System	Per premises	$55.99	
PE1A1	New Access Card Activation	Per card	$.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 *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.40	NA
PE1PF	4-Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$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.

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. BellSouth represents and warrants that non of the requirements on this Exhibit B are more stringent than the requirements that BellSouth maintains at its own premises for itself its employees or authorized contractors.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and SBCT agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and SBCT 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. SBCT should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for SBCT 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. SBCT 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 SBCT space with proper notification, as addressed in Attachment 4 of this Agreement. BellSouth reserves the right to stop any SBCT work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

EXHIBIT B

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by SBCT are owned by SBCT. SBCT 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 SBCT or different hazardous materials used by SBCT at BellSouth Facility. SBCT 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 SBCT to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and SBCT 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 SBCT will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, SBCT must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, SBCT 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. SBCT further agrees to cooperate with BellSouth to ensure that SBCT'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 SBCT, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

EXHIBIT B

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	• Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	• Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	• Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O

		(OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	• P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

Virtual Collocation

1. Virtual Collocation

1.1 BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1, if a state tariff exists, the applicable state tariff and this Agreement. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, SBCT may purchase 2-wire and 4-wire, DS1, DS3 and optical Cross-Connects as set forth in Exhibit D, attached hereto. SBCT may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.

1.2 When providing Virtual Collocation, BellSouth at a minimum will maintain and repair SBCT's Virtual Collocation equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of BellSouth, BellSouth's Affiliates, or third parties.

1.3 BellSouth's preparation, if any, of the Premises (*e.g.*, Power, environmental, etc.) for the Virtual Collocation equipment will be charged to SBCT at rates as set forth in BellSouth's F.C.C. Tariff No.1, if a state tariff exists, the applicable state tariff and this Agreement.

1.4 BellSouth's Virtual Collocation technical publication(s) will be provided to SBCT upon request.

1.5 A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. SBCT, in seeking a particular collocation arrangement, either physical or virtual, is entitled to a presumption that such arrangement is technically feasible if any LEC has deployed such Collocation arrangement in any ILEC premises.

EXHIBIT D: BELLSOUTH/SBCT RATES – ALABAMA*
VIRTUAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
EAF	Application Fee	Per request	NA	$2,409.00
ESPVX	Floor Space	Per sq. ft.	$5.94	NA
ESPCX	Cable Installation	Per cable	NA	$1,7531.00
ESPSX	Cable Support Structure	Per entrance cable	$18.52	NA
ESPAX	Power	Per fused amp	$9.20	NA
	Cross Connects	Per cross connect		First/Add'l
UEAC2	2-wire		$.0337	$33.64/$31.76
UEAC4	4-wire		$.0675	$33.53/$31.58
CNDS1	DS-1 – Switched		$1.20	$52.80/$39.76
CNC1X	DS-1 – Special		$1.20	$52.80/$39.76
CNDS3	DS-3 – Switched		$15.26	$51.86/$38.48
CND3X	DS-3 – Special		$15.26	$51.86/$38.48
CNC2F	2-fiber		$3.07	$51.86/$38.49
CNC4F	4-fiber		$6.13	$51.86/$38.49
	Maintenance **	Per request, First half hour/add'l half hour		First/Add'l
	Basic Time		NA	$55.79/$21.43
	Overtime		NA	$72.87/$27.68
	Premium Time		NA	$89.94/$33.93
	Security Escort	Per half hr./Add'l half hr.		
SPTBX	Basic Time		NA	$33.81/$21.43
SPTOX	Overtime		NA	$44.04/$27.68
SPTPX	Premium Time		NA	$54.27/$33.93

Note: When leased equipment (hardware and software) is not identical to that already in use in the central office, the CLEC will be responsible for the actual cost to train BellSouth personnel to install and repair said equipment.

EXHIBIT D: BELLSOUTH/SBCT RATES – FLORIDA VIRTUAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
EAF	Application Fee	Per request	NA	$2,409.00
ESPVX	Floor Space	Per sq. ft.	$5.94	NA
ESPCX	Cable Installation	Per cable	NA	$1,7531.00
ESPSX	Cable Support Structure	Per entrance cable	$18.52	NA
ESPAX	Power	Per fused amp	$9.20	NA
	Cross Connects	Per cross connect		First/Add'l
UEAC2	2-wire		$.0337	$33.64/$31.76
UEAC4	4-wire		$.0675	$33.53/$31.58
CNDS1	DS-1 – Switched		$1.20	$52.80/$39.76
CNC1X	DS-1 – Special		$1.20	$52.80/$39.76
CNDS3	DS-3 – Switched		$15.26	$51.86/$38.48
CND3X	DS-3 – Special		$15.26	$51.86/$38.48
CNC2F	2-fiber		$3.07	$51.86/$38.49
CNC4F	4-fiber		$6.13	$51.86/$38.49
	Maintenance **	Per request, First half hour/add'l half hour		First/Add'l
	Basic Time		NA	$55.79/$21.43
	Overtime		NA	$72.87/$27.68
	Premium Time		NA	$89.94/$33.93
	Security Escort	Per half hr./Add'l half hr.		
SPTBX	Basic Time		NA	$33.81/$21.43
SPTOX	Overtime		NA	$44.04/$27.68
SPTPX	Premium Time		NA	$54.27/$33.93

EXHIBIT D: BELLSOUTH/SBCT RATES – GEORGIA*
VIRTUAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
EAF	Application Fee	Per request	NA	$2,409.00
ESPVX	Floor Space	Per sq. ft.	$5.94	NA
ESPCX	Cable Installation	Per cable	NA	$1,7531.00
ESPSX	Cable Support Structure	Per entrance cable	$18.52	NA
ESPAX	Power	Per fused amp	$9.20	NA
	Cross Connects	Per cross connect		First/Add'l
UEAC2	2-wire		$.0337	$33.64/$31.76
UEAC4	4-wire		$.0675	$33.53/$31.58
CNDS1	DS-1 – Switched		$1.20	$52.80/$39.76
CNC1X	DS-1 – Special		$1.20	$52.80/$39.76
CNDS3	DS-3 – Switched		$15.26	$51.86/$38.48
CND3X	DS-3 – Special		$15.26	$51.86/$38.48
CNC2F	2-fiber		$3.07	$51.86/$38.49
CNC4F	4-fiber		$6.13	$51.86/$38.49
	Maintenance **	Per request, First half hour/add'l half hour		First/Add'l
	Basic Time		NA	$55.79/$21.43
	Overtime		NA	$72.87/$27.68
	Premium Time		NA	$89.94/$33.93
	Security Escort	Per half hr./Add'l half hr.		
SPTBX	Basic Time		NA	$33.81/$21.43
SPTOX	Overtime		NA	$44.04/$27.68
SPTPX	Premium Time		NA	$54.27/$33.93

EXHIBIT D: BELLSOUTH/SBCT RATES – KENTUCKY VIRTUAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
EAF	Application Fee	Per request	NA	$2,409.00
ESPVX	Floor Space	Per sq. ft.	$5.94	NA
ESPCX	Cable Installation	Per cable	NA	$1,7531.00
ESPSX	Cable Support Structure	Per entrance cable	$18.52	NA
ESPAX	Power	Per fused amp	$9.20	NA
	Cross Connects	Per cross connect		First/Add'l
UEAC2	2-wire		$.0337	$33.64/$31.76
UEAC4	4-wire		$.0675	$33.53/$31.58
CNDS1	DS-1 – Switched		$1.20	$52.80/$39.76
CNC1X	DS-1 – Special		$1.20	$52.80/$39.76
CNDS3	DS-3 – Switched		$15.26	$51.86/$38.48
CND3X	DS-3 – Special		$15.26	$51.86/$38.48
CNC2F	2-fiber		$3.07	$51.86/$38.49
CNC4F	4-fiber		$6.13	$51.86/$38.49
	Maintenance **	Per request, First half hour/add'l half hour		First/Add'l
	Basic Time		NA	$55.79/$21.43
	Overtime		NA	$72.87/$27.68
	Premium Time		NA	$89.94/$33.93
	Security Escort	Per half hr./Add'l half hr.		
SPTBX	Basic Time		NA	$33.81/$21.43
SPTOX	Overtime		NA	$44.04/$27.68
SPTPX	Premium Time		NA	$54.27/$33.93

EXHIBIT D: BELLSOUTH/SBCT RATES – LOUISIANA*
VIRTUAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
EAF	Application Fee	Per request	NA	$2,409.00
ESPVX	Floor Space	Per sq. ft.	$5.94	NA
ESPCX	Cable Installation	Per cable	NA	$1,7531.00
ESPSX	Cable Support Structure	Per entrance cable	$18.52	NA
ESPAX	Power	Per fused amp	$9.20	NA
	Cross Connects	Per cross connect		First/Add'l
UEAC2	2-wire		$.0337	$33.64/$31.76
UEAC4	4-wire		$.0675	$33.53/$31.58
CNDS1	DS-1 – Switched		$1.20	$52.80/$39.76
CNC1X	DS-1 – Special		$1.20	$52.80/$39.76
CNDS3	DS-3 – Switched		$15.26	$51.86/$38.48
CND3X	DS-3 – Special		$15.26	$51.86/$38.48
CNC2F	2-fiber		$3.07	$51.86/$38.49
CNC4F	4-fiber		$6.13	$51.86/$38.49
	Maintenance **	Per request, First half hour/add'l half hour		First/Add'l
	Basic Time		NA	$55.79/$21.43
	Overtime		NA	$72.87/$27.68
	Premium Time		NA	$89.94/$33.93
	Security Escort	Per half hr./Add'l half hr.		
SPTBX	Basic Time		NA	$33.81/$21.43
SPTOX	Overtime		NA	$44.04/$27.68
SPTPX	Premium Time		NA	$54.27/$33.93

EXHIBIT D: BELLSOUTH/SBCT RATES – MISSISSIPPI*
VIRTUAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
EAF	Application Fee	Per request	NA	$2,409.00
ESPVX	Floor Space	Per sq. ft.	$5.94	NA
ESPCX	Cable Installation	Per cable	NA	$1,7531.00
ESPSX	Cable Support Structure	Per entrance cable	$18.52	NA
ESPAX	Power	Per fused amp	$9.20	NA
	Cross Connects	Per cross connect		First/Add'l
UEAC2	2-wire		$.0337	$33.64/$31.76
UEAC4	4-wire		$.0675	$33.53/$31.58
CNDS1	DS-1 – Switched		$1.20	$52.80/$39.76
CNC1X	DS-1 – Special		$1.20	$52.80/$39.76
CNDS3	DS-3 – Switched		$15.26	$51.86/$38.48
CND3X	DS-3 – Special		$15.26	$51.86/$38.48
CNC2F	2-fiber		$3.07	$51.86/$38.49
CNC4F	4-fiber		$6.13	$51.86/$38.49
	Maintenance **	Per request, First half hour/add'l half hour		First/Add'l
	Basic Time		NA	$55.79/$21.43
	Overtime		NA	$72.87/$27.68
	Premium Time		NA	$89.94/$33.93
	Security Escort	Per half hr./Add'l half hr.		
SPTBX	Basic Time		NA	$33.81/$21.43
SPTOX	Overtime		NA	$44.04/$27.68
SPTPX	Premium Time		NA	$54.27/$33.93

EXHIBIT D: BELLSOUTH/SBCT RATES – NORTH CAROLINA*
VIRTUAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
EAF	Application Fee	Per request	NA	$2,409.00
ESPVX	Floor Space	Per sq. ft.	$5.94	NA
ESPCX	Cable Installation	Per cable	NA	$1,7531.00
ESPSX	Cable Support Structure	Per entrance cable	$18.52	NA
ESPAX	Power	Per fused amp	$9.20	NA
	Cross Connects	Per cross connect		First/Add'l
UEAC2	2-wire		$.0337	$33.64/$31.76
UEAC4	4-wire		$.0675	$33.53/$31.58
CNDS1	DS-1 – Switched		$1.20	$52.80/$39.76
CNC1X	DS-1 – Special		$1.20	$52.80/$39.76
CNDS3	DS-3 – Switched		$15.26	$51.86/$38.48
CND3X	DS-3 – Special		$15.26	$51.86/$38.48
CNC2F	2-fiber		$3.07	$51.86/$38.49
CNC4F	4-fiber		$6.13	$51.86/$38.49
	Maintenance **	Per request, First half hour/add'l half hour		First/Add'l
	Basic Time		NA	$55.79/$21.43
	Overtime		NA	$72.87/$27.68
	Premium Time		NA	$89.94/$33.93
	Security Escort	Per half hr./Add'l half hr.		
SPTBX	Basic Time		NA	$33.81/$21.43
SPTOX	Overtime		NA	$44.04/$27.68
SPTPX	Premium Time		NA	$54.27/$33.93

EXHIBIT D: BELLSOUTH/SBCT RATES – SOUTH CAROLINA VIRTUAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
EAF	Application Fee	Per request	NA	$2,409.00
ESPVX	Floor Space	Per sq. ft.	$5.94	NA
ESPCX	Cable Installation	Per cable	NA	$1,7531.00
ESPSX	Cable Support Structure	Per entrance cable	$18.52	NA
ESPAX	Power	Per fused amp	$9.20	NA
	Cross Connects	Per cross connect		First/Add'l
UEAC2	2-wire		$.0337	$33.64/$31.76
UEAC4	4-wire		$.0675	$33.53/$31.58
CNDS1	DS-1 – Switched		$1.20	$52.80/$39.76
CNC1X	DS-1 – Special		$1.20	$52.80/$39.76
CNDS3	DS-3 – Switched		$15.26	$51.86/$38.48
CND3X	DS-3 – Special		$15.26	$51.86/$38.48
CNC2F	2-fiber		$3.07	$51.86/$38.49
CNC4F	4-fiber		$6.13	$51.86/$38.49
	Maintenance **	Per request, First half hour/add'l half hour		First/Add'l
	Basic Time		NA	$55.79/$21.43
	Overtime		NA	$72.87/$27.68
	Premium Time		NA	$89.94/$33.93
	Security Escort	Per half hr./Add'l half hr.		
SPTBX	Basic Time		NA	$33.81/$21.43
SPTOX	Overtime		NA	$44.04/$27.68
SPTPX	Premium Time		NA	$54.27/$33.93

EXHIBIT D: BELLSOUTH/SBCT RATES – TENNESSEE*
VIRTUAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
EAF	Application Fee	Per request	NA	$2,409.00
ESPVX	Floor Space	Per sq. ft.	$5.94	NA
ESPCX	Cable Installation	Per cable	NA	$1,7531.00
ESPSX	Cable Support Structure	Per entrance cable	$18.52	NA
ESPAX	Power	Per fused amp	$9.20	NA
	Cross Connects	Per cross connect		First/Add'l
UEAC2	2-wire		$.0337	$33.64/$31.76
UEAC4	4-wire		$.0675	$33.53/$31.58
CNDS1	DS-1 – Switched		$1.20	$52.80/$39.76
CNC1X	DS-1 – Special		$1.20	$52.80/$39.76
CNDS3	DS-3 – Switched		$15.26	$51.86/$38.48
CND3X	DS-3 – Special		$15.26	$51.86/$38.48
CNC2F	2-fiber		$3.07	$51.86/$38.49
CNC4F	4-fiber		$6.13	$51.86/$38.49
	Maintenance **	Per request, First half hour/add'l half hour		First/Add'l
	Basic Time		NA	$55.79/$21.43
	Overtime		NA	$72.87/$27.68
	Premium Time		NA	$89.94/$33.93
	Security Escort	Per half hr./Add'l half hr.		
SPTBX	Basic Time		NA	$33.81/$21.43
SPTOX	Overtime		NA	$44.04/$27.68
SPTPX	Premium Time		NA	$54.27/$33.93

EXHIBIT B
THREE MONTH CLEC FORECAST

CLEC NAME _____ **DATE** _____

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB--Amps Load	BST Provided BDFB---Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non-Standard Bays**							

*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0".

** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

Notes: Forecast information will be used for no other purpose than collocation planning.
Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office

Version 3Q00: 11/16/00

requested.

Attachment 4 - RS

Remote Site Physical Collocation

BELLSOUTH
COLLOCATION

DEFINITIONS

"**Bay**" means the physical structure on which equipment is mounted.

"**Physical Collocation**" is As Described in the Act and defined in 47 C.F.R. § 51.5.

"**Physical Collocation Arrangement**" refers to a single, specific provision of Physical Collocation in a particular Premises, not limited to a cage enclosing SBCT Telecommunications equipment within the Premises.

"**Power**" refers to electrical power source for use in or used within the Premises or with SBCT's Collocation.

"**Unused Space**" refers to unutilized areas within a Premises that are not reserved for future growth.

"**Virtual Collocation**" is As Described in the Act and defined in 47 C.F.R. § 51.5.

Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply to Collocation Space within BellSouth remote premises locations,. For purposes of this Attachment, the term Premises is defined to include BellSouth cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. Additionally, BellSouth agrees to provide Physical Collocation within all premises as that term is defined by the FCC in 47CFR 51.5, including all buildings or similar structures owned or leased or otherwise controlled by BellSouth that house network facilities; all structures that house BellSouth facilities on public rights-of-way, including vaults containing loop concentrators; and all land owned, leased, or otherwise controlled by BellSouth that is adjacent to these buildings, and structures. However, to the extent this Attachment does not include all the necessary rates, terms and conditions for such BellSouth remote premises locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said additional rates, terms, and conditions, via ICB, at the request of SBCT for collocation at a BellSouth remote premises location other than those specified above. All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.

1.1.1 BellSouth will provide Collocation to SBCT in accordance with this Collocation Attachment 4-RS for the purpose of Interconnection to BellSouth pursuant to the Act (including 47 U.S.C. § 251(c)(2)) and for obtaining access to BellSouth's UNEs pursuant to the Act (including 47 U.S.C. § 251(c)(3)). Collocation shall be provided

on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. § 251(c)(6)).

1.1.2 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party and such lease contains restrictions that prevent or as otherwise materially impairs BellSouth's performance under this Attachment 4, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies SBCT that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon SBCT's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for SBCT. SBCT agrees to reimburse BellSouth for its prorata share of the increased costs incurred by BellSouth in obtaining such rights for SBCT. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for SBCT as above, SBCT shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with SBCT in obtaining such permission.

1.2 Right to Occupy. BellSouth shall offer to SBCT collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, BellSouth allows SBCT to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by SBCT and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s). Unless other wise agreed to by the Parties, the size specified by SBCT may contemplate a request for space sufficient to accommodate SBCT's growth within a two-year period, in accordance with the provisions of this Attachment 4-RS.

1.2.1 In the state of Florida, the size specified by SBCT may contemplate a request for space sufficient to accommodate SBCT growth within an eighteen (18) month period, in accordance with the provisions of this Attachment 4-RS.

1.2.2 Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any Unused Space within the BellSouth Premises.

1.2.3 Additionally, to the extent possible and subject to space availability and technical feasibility, BellSouth shall make contiguous space available to SBCT, should SBCT seek to expand its existing collocation space.

1.3 Space Reclamation. In the event of space exhaust within a Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in

the Premises. SBCT will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

1.4 Use of Space. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.5 Rates and Charges. SBCT agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.6 Due Dates. Except in Georgia, if any due date contained in this Attachment 4-RS falls on a weekend or holiday, then the due date will be the next business day thereafter.

1.7 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder. BellSouth shall cooperate with SBCT and provide, at SBCT's expense, the documentation, including architectural drawings, necessary for SBCT to obtain the zoning, permits and/or other licenses.

2. Space Notification

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit SBCT to physically collocate, pursuant to the terms of this Attachment 4-RS, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that Physical Collocation is not practical for technical reasons. BellSouth will comply with the provisions of Section 2.3, Denial of Application. BellSouth will respond in writing to an application within ten (10) calendar days of receipt as to whether space is available or not available within a BellSouth Premises ("Space Availability Notice"). If the amount of space requested is not available, BellSouth will notify SBCT of the amount of space that is available.

2.1.1 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 SBCT of the amount of space that is available.

2.1.2 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 SBCT of the amount of space that is available.

2.1.3 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 SBCT of the amount of space that is available.

2.1.4 In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 6.5 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available.

2.1.5 BellSouth may retain a limited amount of space for its own specific future uses, on terms no more favorable to BellSouth or any of its affiliates than those that apply to SBCT seeking to reserve Collocation Space for its own future use. BellSouth will relinquish any space held for its own future use before denying a request for Virtual Collocation on grounds of space limitations unless BellSouth proves to the appropriate state commission that Virtual Collocation at that point is not technically feasible.

2.1.6 During the time that a Premises does not have any unused space available and SBCT has been denied Physical Collocation for that reason, BellSouth shall not assign any unused space, to itself or to others.

2.1.7 When planning renovations of an existing facility or constructing or leasing a new facility, BellSouth will take into account projected demand for collocation of equipment.

2.1.8 BellSouth shall not set a maximum Collocation Space limitation on SBCT unless BellSouth proves to the Commission that space constraints make such restrictions necessary.

2.1.9 Upon request from SBCT, BellSouth will remove obsolete unused equipment from its Premises prior to BellSouth's scheduled removal of such equipment to increase the amount of space available for collocation.

2.2 Space Availability Report. Upon request from SBCT, 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. BellSouth will not require SBCT to submit an application in order to receive such written report.

2.2.1 The request from SBCT for the Space Availability Report must be written and must include the address of 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.

If SBCT is unable to obtain the CLLI code, from for example a site visit to the remote site, SBCT may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, SBCT should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its application. SBCT should complete all the requested information and submit the Request with the applicable fee to BellSouth. BellSouth will provide a written response within ten (10) calendar days of receipt of SBCT's written request.

2.2.2 BellSouth will respond to a request for a Space Availability Report of a particular Premises, by providing such report in writing to SBCT within ten (10) calendar days of receipt of such request.

2.2.2.1 In Mississippi, BellSouth will respond to a request for a Space Availability Report for particular Premises within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Premises within the state of Mississippi. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth can not meet the ten business day response time, BellSouth shall notify SBCT and inform SBCT of the time frame under which it can respond.

2.3 Denial of Application. After notifying SBCT that BellSouth has no available space in the requested Premises ("Denial of Application") pursuant to Section 2.1, BellSouth will allow SBCT, upon request, to tour the entire Premises at no charge within ten (10) calendar days of receipt of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of receipt of the Denial of Application. If the request is received after five (5) calendar days of receipt of the Denial of Application, the tour shall nonetheless be scheduled within ten (10) calendar days of the request for the tour.

2.3.1 Denial of Application (Mississippi). In Mississippi, after notifying SBCT that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow SBCT, upon request, to tour the entire Premises within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Premises must be received by BellSouth within five (5) business days of the Denial of Application.

2.3.2 If, after the tour, SBCT and BellSouth disagree on the availability of space, SBCT can immediately submit the dispute to the Commission, notwithstanding the provisions of the Resolution of Disputes Section 13, of the General Terms and Conditions of this Agreement.

2.3.3 Whenever BellSouth objects to collocation of equipment by SBCT for the purposes within the scope of Section 251(c)(6) of the Act, BellSouth shall prove to the Commission that the equipment will not be actually used by SBCT for the purpose of

obtaining interconnection or access to unbundled network elements. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. When BellSouth denies collocation of SBCT's equipment, citing safety standards, BellSouth must provide to SBCT within five (5) business days of the denial a list of all equipment that BellSouth locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends SBCT's equipment fails to meet. If BellSouth denies collocation due to technical infeasibility, BellSouth will notify SBCT in writing within five (5) business days of the denial and specify the basis for the denial.

2.4 Filing of Petition for Waiver. Notwithstanding the provisions of the Resolution of Disputes Section 13, of the General Terms and Conditions of this Agreement, upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit SBCT to inspect any plans or diagrams that BellSouth provides to the Commission.

2.5 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or letter of intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a letter of intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. SBCT must submit an updated, complete and correct application to BellSouth within 30 business days of such notification or notify BellSouth in writing within that time that SBCT 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 SBCT 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 SBCT from the waiting list. Upon request, BellSouth will advise SBCT as to its position on the list.

2.5.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or letter of intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a letter of intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the

Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the date on which a Premises runs out of physical collocation space. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Premises previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 Regulatory Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals applicable to SBCT that are different from procedures or intervals set forth in this Section 2, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof. Notwithstanding the above, the Parties shall amend this Agreement to incorporate any new procedures or intervals pursuant to Section 18 of the General Terms and Conditions.

2.8 The intervals herein reflect the intervals applicable in the various states as set by the Commission or, where no such Commission set intervals exist, the FCC ordered intervals; to the extent these intervals herein differ from those set by the Commissions, the Commission set intervals shall apply.

3. Collocation Options

3.1 Cageless. BellSouth shall allow SBCT to collocate SBCT's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow SBCT to have direct access to its equipment and facilities, twenty-four (24) hours a day seven (7) days a week. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where SBCT'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, SBCT 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 6.11 following.

3.2 Cages. If technically feasible and in conformity with all applicable safety guidelines and specifications, at SBCT's option and upon request, BellSouth shall construct

enclosures in compliance with SBCT's collocation request. BellSouth shall also, at SBCT's option and upon request, permit SBCT to subcontract the construction of the Physical Collocation arrangement enclosure using a vendor certified by BellSouth ("BellSouth Certified Vendor"), pursuant to Section 6.11 "Use of BellSouth Certified Vendors".

3.2.1 When SBCT subcontracts the construction, SBCT must arrange with a BellSouth Certified Vendor to construct a collocation arrangement enclosure in accordance with BellSouth's enclosure guidelines and specifications which shall be applied in a nondiscriminatory manner and at parity to BellSouth, prior to starting equipment installation and at SBCT's sole expense. BellSouth will provide enclosure guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, SBCT and SBCT's BellSouth Certified Vendor must comply with the more stringent local building code requirements. SBCT's BellSouth Certified Vendor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with SBCT and provide, at SBCT's expense, the documentation, including architectural drawings, necessary for SBCT to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to SBCT the costs of providing the documentation. The BellSouth Certified Vendor shall bill SBCT directly for all work performed for SBCT pursuant to this Attachment 4-RS and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Vendor. SBCT 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 SBCT's locked enclosure prior to notifying SBCT. Except in case of emergency, BellSouth will not access SBCT's locked enclosure prior to notifying SBCT.

3.2.2 Upon SBCT's request, BellSouth shall review SBCT's plans and specifications prior to construction. In the event that SBCT does not request prior review, BellSouth may elect to review SBCT's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. SBCT may design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews SBCT's plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review SBCT's plans and specifications prior to construction, and in the event SBCT does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's Collocation enclosure guidelines and specifications. BellSouth may require SBCT to remove or correct within seven (7) calendar days at SBCT's expense any structure that does not meet the approved submitted plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.3 Shared (New and Subleased) Collocation. SBCT may allow other telecommunications carriers to share SBCT's collocation arrangement pursuant to terms and conditions agreed to by SBCT ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, with the following exceptions: (1) where the Premises is located on property for which BellSouth holds an easement and such easement does not permit such an option and/or (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. SBCT shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by SBCT that said agreement imposes upon the Guest(s) the same terms and conditions for collocation space as set forth in this Agreement between BellSouth and SBCT.

3.3.1 SBCT 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 4; and for the purposes of ensuring that the safety and security requirements of this Attachment 4 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 provisions of the services and access to unbundled network elements.

3.3.2 SBCT 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 SBCT's Guests in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.3.3 In the event SBCT enters into a Host/Guest arrangement as a Guest, and the Host terminates occupancy of the Collocation Space, SBCT may elect to accept the responsibility for 1) the portion of the Collocation Space occupied by SBCT through an assignment of the portion of the collocation space, or 2) if there is no waiting list for the subject Premises, the entire collocation space through an assignment of the collocation space. The assignment will be in a form proposed by BellSouth and will be subject to BellSouth's consent, which will not be unreasonably withheld. Under the assignment, SBCT must assume control of the space pursuant to the terms and conditions of its collocation agreement with BellSouth, as amended to include any pre-existing terms and conditions between BellSouth and the Host which are required to accommodate the collocation arrangement being assigned. In the event the Host terminates its occupancy, has not otherwise assigned its rights to the collocation space

and refuses to execute an assignment of the collocation space to SBCT, SBCT may assume responsibility for the portion of the collocation space occupied by SBCT pursuant to terms and conditions similar to an assignment of the collocation space and in accordance with SBCT's collocation agreement with BellSouth, as amended to include any pre-existing terms and conditions between BellSouth and the Host which are required to accommodate the collocation arrangement being assigned. After the assignment is effective, SBCT may thereafter submit an application to effect changes to its collocation space, in accordance with the rates, terms and conditions applicable thereto.

3.4 Adjacent Collocation. BellSouth will provide approval for adjacent Collocation at BellSouth remote Premises ("Remote Site Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Premises property and where permitted by zoning and other applicable state and local regulations. The Remote Site Adjacent Arrangement shall be constructed or procured by SBCT and in conformance with BellSouth's design and construction specifications, which shall not be more stringent than that BellSouth applies to its own equipment. Further, SBCT shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment 4-RS. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.

3.4.1 Should SBCT elect such option, SBCT must arrange with a BellSouth Certified Vendor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications, subject only to reasonable safety and maintenance requirements. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, SBCT and SBCT's BellSouth Certified Vendor must comply with local building code requirements. SBCT's BellSouth Certified Vendor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. SBCT's BellSouth Certified Vendor shall bill SBCT directly for all work performed for SBCT pursuant to this Attachment 4-RS and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Vendor. SBCT 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 SBCT's locked enclosure prior to notifying SBCT.

3.4.2 SBCT must submit its plans and specifications to BellSouth with its Firm Order. Upon SBCT's request, BellSouth shall review SBCT's plans and specifications prior to construction of an Adjacent Arrangement. In the event that SBCT does not request prior review, BellSouth may elect to review SBCT's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15)

calendar days. If BellSouth reviews SBCT's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review SBCT's plans and specifications prior to construction, and in the event SBCT does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require SBCT to remove or correct within seven (7) calendar days at SBCT's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.

3.4.3 SBCT shall provide a concrete pad, the structure housing the Remote Site Adjacent Arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At SBCT's option, and where the local authority having jurisdiction permits, BellSouth shall provide Power and Physical Collocation services and facilities subject to the same nondiscrimination requirements as applicable to any other Physical Collocation Arrangement. SBCT's BellSouth Certified Vendor 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) Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3, preceding.

3.5 A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. SBCT, in seeking a particular collocation arrangement, either physical or virtual, is entitled to a presumption that such arrangement is technically feasible if any LEC has deployed such collocation arrangement in any ILEC premises.

4. Occupancy

4.1 Commencement Date. The "Commencement Date" shall be the day SBCT's equipment becomes operational as described in Section 4.2, following.

4.2 Occupancy. SBCT must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. For purposes of this paragraph, SBCT'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, SBCT may terminate occupancy in a particular Collocation Space by submitting, at least thirty (30) days prior to SBCT's intended termination date, a Subsequent Application requesting termination of occupancy. No application fee is required for a Subsequent Application

requesting only termination of occupancy. Such Subsequent Application shall include the date SBCT intends to terminate the occupancy in applicable premises space. Upon termination of such occupancy, SBCT at its expense shall remove its equipment and other property from the Collocation Space. SBCT shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of SBCT's Guests; unless the Guest assumes responsibility for the collocation space provided, however, that SBCT shall continue payment of monthly fees to BellSouth until such date as SBCT has fully vacated the Collocation Space. Should SBCT fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of SBCT at SBCT's expense and with no liability for damage or injury to SBCT's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of SBCT's right to occupy Collocation Space, SBCT shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the SBCT except for ordinary wear and tear, unless otherwise agreed to by the Parties. SBCT shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment that is necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment that is necessary 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, equipment being collocated to terminate basic transmission facilities pursuant to the Act (including 47 C.F.R. §§ 64.1401 and 64.1402 as of August 1, 1996) 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 BellCore (Telcordia) Network Equipment Building Systems (NEBS) Level 1General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1. BellSouth may not object to the Collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the Collocation of equipment on the grounds that the equipment fails to comply with National Equipment and Building Specifications ("NEBS") performance standards.

5.1.2 SBCT 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 SBCT shall place a plaque or other identification affixed to SBCT's equipment necessary to identify SBCT's equipment, including a list of emergency contacts with telephone numbers.

5.1.4 All SBCT equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures." Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the remote collocation site. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.

5.2 Entrance Facilities. SBCT may elect to place SBCT-owned or SBCT-leased entrance facilities into the Remote Collocation Space from SBCT's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space which is physically accessible by both Parties. If required, SBCT will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. SBCT must contact BellSouth for instructions prior to placing the entrance facility cable. SBCT is responsible for maintenance of the entrance facilities.

5.2.1 Dual Entrance. Upon request, 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.

5.2.2 Shared Use. SBCT may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another SBCT collocation arrangement within the same BellSouth Premises.

5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between SBCT'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 all terminations BellSouth shall designate a demarcation point on a per arrangement basis. SBCT or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.5, following. At SBCT's option and expense, a Point of Termination (POT) or cross connect bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. SBCT must make arrangements with a BellSouth Certified Vendor for such placement.

5.5 SBCT's Equipment and Facilities. SBCT, or if required by this Attachment, SBCT's BellSouth Certified Vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by SBCT which must be performed in compliance with all applicable BellSouth policies and guidelines, to the extent such guidelines and specifications don't conflict with this agreement. 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 Remote Site Location for the purpose of making BellSouth equipment and building modifications.

5.7 Access. Pursuant to Section 11, SBCT's employees, BellSouth Certified Vendor, contractor or agents shall have direct access to its Collocation Space(s) twenty-four (24) hours a day, seven (7) days a week, without requiring either a security escort of any kind or delaying entry into the Premises in accordance with Section 7.. BellSouth may impose the reasonable security measures contained in 47 C.F.R. § 51.323(i)(1)-(3). Additionally, where applicable, BellSouth shall provide to SBCT access to restrooms, drinking water, first aid supplies and available parking, at collocated Premises. SBCT agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") through SBCT, prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. SBCT agrees to be responsible for all Access Keys and for the return of all said Access Keys issued through SBCT to its employees, contractors, Guests, or agent after termination of the employment relationship, contractual obligation with SBCT or upon the termination of this Attachment 4-RS or the termination of occupancy of an individual collocation arrangement. BellSouth shall respond without unreasonable delay to reported problems with key cards or other access devices provided to SBCT.

5.7.1 Lost or Stolen Access Keys. SBCT shall notify BellSouth in writing upon discovery, in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key the Premises as a result of a lost Access Key(s) or for failure to return an Access Key(s), SBCT shall pay for all reasonable costs associated with the re-keying.

5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, the Parties shall not use any product or service or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by the other Party or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of the other Party or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If either Party reasonably determines that any equipment or facilities of the other Party violates the provisions of this paragraph, it

shall give written notice to the other Party, which notice shall direct the other Party to cure the violation within forty-eight (48) hours of actual receipt of the written notice or, at a minimum, to commence curative measures within twenty-four (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 equipment or facilities. SBCT shall also provide notice to BellSouth of any interference described above which is caused by any other entity or person within the same BellSouth Premises, and BellSouth, in its sole discretion, may pursue any contractual remedies it has relative to any interference or impairment. If SBCT experiences service degradation and doesn't know which carriers share the binder group or have deployed services in an adjacent binder group, upon SBCT's request for such information, BellSouth shall provide it with the relevant contact information for those carriers.

5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if the interfering Party fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of either Party's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to the interfering Party's equipment. Such action taken by BellSouth shall be imposed under the same conditions and at parity with the action BellSouth would impose upon itself. BellSouth will endeavor, but is not required, to provide notice to SBCT prior to taking such action and shall have no liability to SBCT for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.8.2 For purposes of this Section 5.8, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and either Party fails to take curative action within forty-eight (48) hours then the interfering Party will establish before the relevant state commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to the interfering Party or, if subsequently necessary, the relevant state commission, must be supported with specific and verifiable information. Where either Party demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the interfering Party shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47

C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.9 Personalty and its Removal. Personal property, facilities and equipment placed by SBCT 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 SBCT at any time. Any damage caused to the Collocation Space by SBCT's employees, agents or representatives during the removal of such property shall be promptly repaired by SBCT at its expense.

5.10 Alterations. In no case shall SBCT or any person acting on behalf of SBCT 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 SBCT. Any material rearrangement, modification, improvement, addition, repair, or other alteration associated with the Collocation Space shall require a Subsequent Application and Subsequent Application Fee, pursuant to Section 6.2.2.

5.11 Upkeep of Remote Collocation Space. SBCT shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. SBCT shall be responsible for removing any SBCT debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Ordering and Preparation of Collocation Space

6.1 Should any state or federal regulatory agency impose ordering or provisioning procedures or intervals applicable to SBCT that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof provided that an amendment would still be required in accordance with Section 18 of the General Terms and Conditions.

6.2 Application for Space. SBCT shall submit a then current BellSouth application document, which cannot be inconsistent with the provisions of this Collocation Attachment, when SBCT or SBCT's Guest(s), as defined in Section 3, desires to request or modify the use of the Collocation Space.

6.2.1 Initial Application. For SBCT or SBCT's Guest(s) initial equipment placement, SBCT shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Bona Fide Application"). The application is Bona Fide when it is complete meaning

that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a list of equipment that will be placed in the SBCT Collocation arrangement including but not limited to Power requirements, floor loading, and heat release of each piece of equipment, a schematic drawing of the equipment to be placed in SBCT's Collocation Space(s) and, if applicable, an estimate of the amount of square footage required. Additionally, SBCT shall provide the CLLI code applicable to the Premise in which SBCT intends to collocate, which can be obtained in the manner set forth in Section 2. BellSouth shall permit SBCT to file a single collocation application indicating the type of Collocation arrangement permitted in this Attachment 4-RS. In the event the type of Collocation arrangement requested by SBCT is not available, BellSouth will identify the type(s) that is/are available and permit SBCT to file a revised application without incurring an additional application fee.

6.2.2 Application Modifications. In Alabama, Kentucky, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to customer information, contact information or billing contact information, or does not require assessment for provisioning or construction work by BellSouth, either at the request of SBCT or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application for purposes of the provisioning interval and BellSouth shall charge SBCT a Subsequent Application fee. Major changes such as requesting additional space or adding equipment may require SBCT to submit the application with an application fee.

6.2.2.1 Application Modifications In South Carolina, if a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for adjacent collocation, with the exception of modifications to customer information, contact information or billing contact information, or does not require assessment for provisioning or construction work by BellSouth, either at the request of SBCT or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate SBCT's Bona Fide Application as a result of changes requested by SBCT to SBCT's original application, then BellSouth will charge SBCT a Subsequent Application fee. Major changes such as requesting additional space or adding additional equipment may require SBCT to resubmit the application with an application fee.

6.2.2.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for adjacent collocation, with the exception of modifications to customer information, contact information or billing contact information or does not require assessment for provisioning or construction work by BellSouth, either at the request of

SBCT or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate SBCT's Bona Fide Application as a result of changes requested by SBCT to SBCT's original application, then BellSouth will charge SBCT a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require SBCT to resubmit the application with an application fee.

6.2.2.3 Application Modifications (Georgia). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to customer information, contact information or billing contact information or does not require assessment for provisioning or construction work by BellSouth, either at the request of SBCT or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate SBCT's Bona Fide Application as a result of changes requested by SBCT to SBCT's original Application, then BellSouth will charge SBCT a Subsequent Application fee. Major changes such as requesting additional space or adding additional equipment may require SBCT to resubmit the application with an application fee.

6.2.2.4 Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to customer information, contact information or billing contact information or does not require assessment for provisioning or construction work by BellSouth, either at the request of SBCT or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate SBCT's Bona Fide Application as a result of changes requested by SBCT to SBCT's original application, then BellSouth will charge SBCT a Subsequent Application fee. Major changes such as requesting additional space or adding additional equipment may require SBCT to resubmit the application with an application fee.

6.2.2.5 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to customer information, contact information or billing contact information or does not req[illegible] assessment for provisioning or construction work by BellSouth, either at the request of SBCT or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. BellSouth will respond to such

modifications or revisions within thirty (30) calendar days for one (1) to ten (10) revised applications; thirty (35) calendar days for eleven (11) to twenty (20) revised applications; and for requests of more than twenty (20) revised applications it is increased by five (5) calendar days for every five (5) revised applications received within five (5) business days. If, at any time, BellSouth needs to reevaluate SBCT's Bona Fide Application as a result of changes requested by SBCT to SBCT's original application, then BellSouth will charge SBCT a Subsequent Application fee. Major changes such as requesting additional space or adding additional equipment may require SBCT to resubmit the application with an application fee.

6.3 Subsequent Application. Pursuant to Section 5.11, in the event SBCT or SBCT's Guest(s) desires to modify the use of the Collocation Space ("Augmentation"), SBCT shall complete an application document ("Subsequent Application") 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 SBCT in the application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. The fee paid by SBCT for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application fee will be required.. The fee for an application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a full application fee shall apply. In the event such modifications require the assessment of a full application fee as set forth in Exhibit A, the outstanding balance shall be due by SBCT within 30 calendar days following SBCT's receipt of a bill or invoice from BellSouth. The Subsequent Application is Bona Fide when all required fields on the application are completed with the appropriate type of information.

6.4 Application Response. In South Carolina, in addition to Space Availability Notice addressed in Section 2, within ten (10) calendar days of receipt of SBCT's application for collocation, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide Applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for

the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will provide sufficient information to enable SBCT to place a Firm Order

6.4.1 In Alabama, Kentucky, North Carolina, and Tennessee, in addition to the Space Availability Notice pursuant to Section 2, within ten (10) calendar days of receipt of SBCT's application for collocation, BellSouth will respond as to whether the application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. Sufficient detail will be provided to permit SBCT a reasonable opportunity to correct each deficiency. SBCT must correct any deficiencies in its application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If SBCT resubmits its Application as Bona Fide within this ten (10) calendar day period, SBCT will retain its place in the collocation queue. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days. The Application Response will provide sufficient information to enable SBCT to place a Firm Order.

6.4.2 In Florida, within fifteen (15) calendar days of receipt of an Application, 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. In addition, BellSouth will notify SBCT as to whether space is available or not available within a particular Premises. 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 SBCT to place a Firm Order. When SBCT 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.

6.4.3 In Georgia, in addition to the Space Availability Notice pursuant to Section 2, within ten (10) calendar days of receipt of SBCT's application for collocation, 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 provide sufficient information to enable SBCT to place a Firm Order

6.4.4 In Louisiana, in addition to the Space Availability Notice pursuant to Section 2, within ten (10) calendar days of receipt of SBCT's application for collocation, BellSouth will respond as to whether the application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If it is determined that the application is Bona Fide and that the amount of space requested by SBCT is available,

BellSouth will provide a written response ("Application Response") within thirty (30) calendar days from the receipt of one (1) to ten (10) Bona Fide Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Bona Fide Applications; and for requests of more than twenty (20) Bona Fide Applications it is increased by five (5) calendar days for every five (5) Bona Fide Applications received within five (5) business days. The Application Response will provide sufficient information to enable SBCT to place a Firm Order.

6.4.5 In Mississippi, in addition to the Space Availability Notice pursuant to Section 2., within ten (10) calendar days of receipt of SBCT's application for collocation 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. 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 one (1) to five (5; within thirty-six (36) business days for Bona Fide Applications six (6) to ten (10); within forty-two (42) business days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will provide sufficient information to enable SBCT to place a Firm Order.

6.5 Bona Fide Firm Order. In South Carolina, SBCT 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 SBCT 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 SBCT's Bona Fide Application. BellSouth will not release the space that is subject of the Application Response during this thirty (30) day period.

6.5.1 In Alabama, Kentucky, North Carolina, and Tennessee, SBCT 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 SBCT has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than seven (7) calendar days after BellSouth's Application Response.

6.5.2 Bona Fide Firm Order (Mississippi). SBCT 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 SBCT 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 SBCT's Bona Fide Application or the application will expire.

6.5.3 Should SBCT disagree with the proposed quotation, SBCT may accept the quotation subject to protest, which will be resolved by the Resolution of Dispute process of the Agreement. In such case, BellSouth's obligations under this Attachment 4-RS will be the same as if SBCT accepted the quotation without protest.

6.5.4 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of SBCT'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. Revisions will only be made to a Bona Fide Firm Order by way of a Subsequent Application, pursuant to this Section 6.

6.5.5 As soon as SBCT's employees or its BellSouth Certified Vendor complete the security training and upon receipt of the Bona Fide Firm Order SBCT may request 24 x 7 Access pursuant to the provisions in Section 5. Additionally, BellSouth will permit one accompanied site visit to SBCT's designated collocation arrangement location without charge to SBCT.

6.5.6 Pursuant to Section 5.7 , SBCT must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for each employee or agent requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date the employee or agent desires access to the Collocation Space. SBCT may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event SBCT desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit SBCT to access the Collocation Space, accompanied by a security escort at SBCT's expense. SBCT must request escorted access at least three (3) business days prior to the date such access is desired. SBCT may (add or delete) individuals for access as needed.

6.6 Construction and Provisioning Interval. In Alabama (Caged Only), Kentucky, North Carolina and Tennessee, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days.

Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major 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 SBCT 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 SBCT 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 SBCT 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 use best efforts to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with SBCT at the time the application is received. Raw space, which is space void of 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.

6.6.1 To be considered a timely and accurate forecast, SBCT must submit to BellSouth the CLEC Forecast Form, as set forth in Exhibit E of the Attachment 4- Central Office Collocation, 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, for cageless collocation requests, BellSouth shall 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 ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty (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 SBCT cannot agree upon a completion date, within forty (45) calendar

days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

6.6.4 In Georgia, BellSouth will use best efforts to complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with SBCT 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 ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, 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. For Augmentations, BellSouth will provision requests within sixty (60) calendar days of receipt of a Bona Fide Firm Order.

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 one hundred (120) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred eighty (180)

calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.6.7 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 ninety (90) calendar days from receipt of a bona fide firm order.

6.6.8 Should BellSouth find that it cannot meet the collocation preparation interval agreed to by the Parties, BellSouth shall immediately notify SBCT of the reasons for the delay and request to negotiate a new space ready commitment date or seek a waiver from the interval from the Commission.

6.7 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and SBCT will commence within a maximum of 15 calendar days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will discuss the preliminary design of the Collocation Space, including but not limited to cable holes, ground bars, doors, and convenience outlets, and the equipment configuration requirements as reflected in the application and affirmed in the Bona Fide Firm Order. Where possible, BellSouth will accommodate SBCT's request; provided, however, that BellSouth shall have the ultimate decision making power with regard thereto. The Collocation Space Completion time period will be provided to SBCT during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

6.8 Within five days of request by SBCT, BellSouth shall provide:

6.8.1 BellSouth technical publication guidelines that impact the design of SBCT Telecommunications equipment;

6.8.2 Work restriction guidelines;

6.8.3 Escalation process for BellSouth representatives (names, telephone numbers, and escalation order) for any dispute or problem that might arise pursuant to SBCT's collocation;

6.8.4 BellSouth contact (name and telephone number) for the following areas: engineering, physical and logical security, provisioning, billing, operations, and site and/or building managers. SBCT will provide comparable information.

6.9 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 10 calendar days of the completion of finalized construction designs and specifications.

6.10 Acceptance Walk Through. SBCT and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by SBCT. BellSouth will correct any deviations to SBCT'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. The corrections of said deviations shall be at BellSouth's expense. The Collocation space will be considered timely delivered at such time that BellSouth finishes construction in accordance with SBCT's application and turns functional space over to SBCT.

6.11 Use of BellSouth Certified Vendor. Unless states otherwise in this attachment, SBCT shall select a vendor, which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required on the Collocation Space or SBCT may perform such work itself if so certified. BellSouth shall provide SBCT with a list of its BellSouth Certified Vendors upon request. The BellSouth Certified Vendor(s) shall be responsible for installing SBCT'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 SBCT upon successful completion of installation. The BellSouth Certified Vendor shall bill SBCT directly for all work performed for SBCT pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Vendor. BellSouth shall not require SBCT to use BellSouth's internal engineering or installation work forces for the engineering or installation of SBCT's Physically Collocated equipment. BellSouth shall consider certifying SBCT or any vendor proposed by SBCT. Approval by BellSouth will be based on the same criteria BellSouth uses in approving contractors for its own purposes, which BellSouth will make available to SBCT upon request. For contractors not previously approved by BellSouth, BellSouth will provide written approval/disapproval of any SBCT selected contractor at parity with itself and in a nondiscriminatory manner. Such approval will not be unreasonably withheld. If BellSouth does not approve the SBCT selected vendor or contractor, BellSouth will provide SBCT the reason for the disapproval in writing.

6.12 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. SBCT shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service SBCT's Collocation Space. Upon request, BellSouth will provide SBCT with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by SBCT.

6.13 Basic Telephone Service. Upon request of SBCT and if technically feasible, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested. Upon SBCT request with sufficient notice, such service shall be available at the Collocation arrangement on the day that the space is turned over to SBCT by BellSouth, unless it is determined that a lack of necessary support structures (i.e. cages, racks, etc.) poses safety concerns that prevent service availability by the turnover date; provided, however, that nothing herein shall require BellSouth to provide SBCT with preferential treatment over BellSouth's other retail customers in the provision of such telephone service or require BellSouth to provide such service in a manner other than as required pursuant to the applicable tariff.

6.14 BellSouth will provide Power, back-up Power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for SBCT's equipment in the same quality and at the same standards that BellSouth provides such conditions for its own substantially similar equipment or facilities, or the substantially similar equipment of its Affiliates or third parties, within the Premises.

6.15 Virtual Collocation Transition In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that Physical Collocation space has subsequently become available, SBCT may transition its virtual collocation arrangements to Physical Collocation arrangements and pay the appropriate non-recurring fees for Physical Collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for Physical Collocation may become available at the location requested by SBCT, such information will be provided to SBCT in BellSouth's written denial of Physical Collocation. To the extent that (i) Physical Collocation space becomes available to SBCT within one hundred-eighty (180) days of BellSouth's written denial of SBCT's request for Physical Collocation, and (ii) SBCT was not informed in the written denial that Physical Collocation space would become available within such one hundred-eighty (180) days, then SBCT 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 credit for any SBCT must arrange with a BellSouth Certified Vendor for the relocation of equipment from its virtual collocation space to its Physical Collocation space and will bear the cost of such relocation.

6.16 Cancellation. If, at anytime prior to space acceptance, SBCT cancels its order for the Collocation Space(s), SBCT will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received including an any additional expenses incurred by BellSouth to bring any processes to a stopping point. In no event will the level of reimbursement under this paragraph exceed the maximum amount SBCT would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.17 Licenses. SBCT, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

6.18 The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B in Attachment 4 – Central Office Collocation.

6.19 Power

6.19.1 BellSouth will provide –48 Volt (-48V) DC and AC power to SBCT's collocation space in accordance with Section 7.7. Power and BellSouth associated performance, availability, restoration, and other operational characteristics shall be, at a minimum, at parity with that BellSouth provides to its substantially similar equipment or the substantially similar equipment of its Affiliates or third parties, unless otherwise mutually agreed in writing.

7. Rates and Charges

7.1 BellSouth shall assess an Application Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to Section 2.1. Payment of said Application Fee will be due as dictated by SBCT's current billing cycle and is non-refundable.

7.2 Recurring Fees. Recurring fees for space occupancy shall be billed upon space completion or space acceptance, whichever occurs first. Other charges shall be billed upon request for the services. All charges shall be due as dictated by SBCT's current billing cycle

7.2.1 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power SBCT's equipment. SBCT shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.

7.3 Power. BellSouth shall make available –48 Volt (-48V) DC power for SBCT's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at SBCT's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for SBCT's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.

7.3.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by SBCT's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. SBCT's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At SBCT's option, SBCT may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

7.3.2 Notwithstanding the foregoing, upon request BellSouth shall provide AC power to SBCT for its AC powered equipment installed in the collocation arrangement and bill SBCT the applicable rates in Exhibit A.

7.4 Security Escort. A security escort will be required whenever SBCT or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.5.2 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and SBCT shall pay for such half-hour charges in the event SBCT fails to show up.

7.5 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or an effective order in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, SBCT shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to SBCT. 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.

7.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). SBCT will pay a late payment charge of the lesser of

the legal rate or one and one-half percent (1-1/2%) assessed monthly on any undisputed balance which remains unpaid after the payment due date.

8. Insurance

8.1 SBCT shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

8.2 SBCT 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 SBCT's real and personal property situated on or within BellSouth's remote premises location(s).

8.2.4 SBCT 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 SBCT 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 SBCT 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 SBCT's property has been removed from BellSouth's Premises, whichever period is longer. If SBCT fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from SBCT.

8.5 SBCT 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. SBCT shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from SBCT's insurance company. SBCT shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

8.6 SBCT 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 SBCT's net worth exceeds five hundred million dollars ($500,000,000), SBCT 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. SBCT 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 SBCT in the event that self-insurance status is not granted to SBCT. If BellSouth approves SBCT for self-insurance, SBCT shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of SBCT's corporate officers. The ability to self-insure shall continue so long as the SBCT meets all of the requirements of this Section. If the SBCT subsequently no longer satisfies this Section, SBCT 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 SBCT 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 SBCT), 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) 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 SBCT's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between SBCT's equipment and equipment of BellSouth. BellSouth may conduct an inspection if SBCT adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide SBCT 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. SBCT reserves the right to be present at all such inspections by BellSouth.

11. Security and Safety Requirements

11.1 BellSouth represents and warrants that none of the security and safety requirements set forth in this section are more stringent than the security requirements BellSouth maintains at its own premises either for its own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Vendors and authorized employees, authorized Guests, pursuant to Section 3, preceding, or authorized agents of SBCT will be permitted in the BellSouth Premises. SBCT 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 SBCT's name. BellSouth reserves the right to remove from its premises any employee of SBCT not possessing identification issued by SBCT. SBCT shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. SBCT shall be solely responsible for ensuring that any Guest of SBCT is in compliance with all subsections of this Section 11.

11.1.1 SBCT will be required, at its own expense, to conduct a statewide investigation of criminal history records for each SBCT employee being considered for work on the BellSouth Premises, for the states/counties where the SBCT employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. This requirement will not apply if SBCT has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the SBCT employee seeking access, for the states/counties where the SBCT employee has worked and lived for the past five years.

11.1.2 SBCT will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 SBCT shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. SBCT 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 SBCT personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the even that SBCT chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, SBCT 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 SBCT shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

11.1.5 SBCT shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

11.1.4 For each SBCT employee requiring access to a BellSouth Premises pursuant to this agreement, SBCT 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, SBCT will disclose the nature of the convictions to BellSouth at that time. In the alternative, SBCT may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

11.1.5 At BellSouth's request, SBCT shall promptly remove from the BellSouth's Premises any employee of SBCT 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 SBCT is found interfering with the property or personnel of BellSouth or another SBCT, provided that an investigation shall promptly be commenced by BellSouth.

11.2 Notification to BellSouth. BellSouth reserves the right to interview SBCT'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 SBCT's Security contact of such interview. SBCT and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving SBCT's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill SBCT for all reasonable costs associated with investigations involving SBCT's employees, agents, or contractors if it is established and mutually agreed in good faith that SBCT's employees, agents, or contractors are responsible for the alleged act. Each Party shall bill the other Party for its property which is stolen or damaged where an investigation determines the culpability of the other Party's employees, agents, or contractors and where the other Party agrees, in good faith, with the results of such investigation. SBCT shall notify BellSouth in writing immediately in the event that the SBCT 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. SBCT shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

11.5 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.

11.5.1 BellSouth shall be responsible for the security of the Premises. If a security issue arises or if SBCT believes that BellSouth's security measures are not reasonable and prudent, SBCT shall notify BellSouth and the Parties shall work together to address the problem. BellSouth shall, at a minimum, do the following:

11.5.2 BellSouth shall establish procedures for controlling access by BellSouth's employees, security guards and others to the collocation area(s) where SBCT's equipment is collocated. Unless an emergency situation exists that could result in harm to SBCT's network and equipment, BellSouth's network and equipment, or the Premises, BellSouth will provide written notice to SBCT at least two (2) business days prior to

all intended access. BellSouth's procedures shall limit access to the Collocation areas to BellSouth's employees, agents or invitees having a business need only.

11.5.3 BellSouth shall provide notification within a reasonable period of time to designated SBCT personnel to indicate a known actual security breach.

11.5.4 In emergency situations, common courtesy will be extended between SBCT's and BellSouth's employees and designated agents, including the provision of first aid supplies.

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 SBCT's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate its occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for SBCT'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 SBCT, 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. SBCT may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If SBCT's acceleration of the project increases the cost of the project, then those additional charges will be incurred by SBCT. Where allowed and where practical, SBCT may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, SBCT shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for SBCT's permitted use, until such Collocation Space is fully repaired and restored and SBCT's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where SBCT has placed an Adjacent Arrangement pursuant to Section 3, SBCT 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, regarding such space or 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 SBCT shall each have the right for good cause and if there are no other reasonable alternatives available to terminate this Attachment and declare the same null and void, regarding such space or arrangement, by written notice of such intention to the other Party within ten (10) days after such taking.

14. Nonexclusivity

14.1 SBCT understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

EXHIBIT A: BELLSOUTH/SBCT RATES – ALABAMA REMOTE SITE COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	$869.18
PE1RB	Cabinet Space *	Per Rack/Bay	$230.19	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	$26.19
PE1SR	Space Availability Report*	Per premises requested	N/A	$231.74
PE1RE	Request for CLLI*	Per Premises Requested	N/A	$75.11
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	-
	Security Escort **(Note 1)**	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis .

(1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/SBCT RATES – FLORIDA
REMOTE SITE COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	$874.14
PE1RB	Cabinet Space *	Per Rack/Bay	$232.50	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	$26.20
PE1SR	Space Availability Report*	Per premises requested	N/A	$231.45
PE1RE	Request for CLLI*	Per Premises Requested	N/A	$75.13
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	-
	Security Escort **(Note 1)**	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

(1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/SBCT RATES – GEORGIA
REMOTE SITE COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	$931.61
PE1RB	Cabinet Space *	Per Rack/Bay	$224.82	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	$25.88
PE1SR	Space Availability Report*	Per premises requested	N/A	$229.02
PE1RE	Request for CLLI*	Per Premises Requested	N/A	$74.22
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	-
	Security Escort **(Note 1)**	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

(1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/SBCT RATES – KENTUCKY REMOTE SITE COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	$868.91
PE1RB	Cabinet Space *	Per Rack/Bay	$224.41	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	$26.60
PE1SR	Space Availability Report*	Per premises requested	N/A	$231.82
PE1RE	Request for CLLI*	Per Premises Requested	N/A	$75.13
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	-
	Security Escort **(Note 1)**	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

(1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/SBCT RATES – LOUISIANA REMOTE SITE COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	$868.25
PE1RB	Cabinet Space *	Per Rack/Bay	$257.01	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	$26.16
PE1SR	Space Availability Report*	Per premises requested	N/A	$231.49
PE1RE	Request for CLLI*	Per Premises Requested	N/A	$75.02
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	-
	Security Escort **(Note 1)**	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

(1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/SBCT RATES – MISSISSIPPI REMOTE SITE COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	$868.60
PE1RB	Cabinet Space *	Per Rack/Bay	$241.11	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	$26.16
PE1SR	Space Availability Report*	Per premises requested	N/A	$231.43
PE1RE	Request for CLLI*	Per Premises Requested	N/A	$75.01
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	-
	Security Escort **(Note 1)**	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

(1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/SBCT RATES – NORTH CAROLINA REMOTE SITE COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	$865.34
PE1RB	Cabinet Space *	Per Rack/Bay	$254.02	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	$26.06
PE1SR	Space Availability Report*	Per premises requested	N/A	$230.60
PE1RE	Request for CLLI*	Per Premises Requested	N/A	$74.74
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	-
	Security Escort **(Note 1)**	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

(1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/SBCT RATES – SOUTH CAROLINA REMOTE SITE COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	$871.12
PE1RB	Cabinet Space *	Per Rack/Bay	$246.44	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	$26.25
PE1SR	Space Availability Report*	Per premises requested	N/A	$232.25
PE1RE	Request for CLLI*	Per Premises Requested	N/A	$75.27
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	-
	Security Escort **(Note 1)**	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

(1) Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

EXHIBIT A: BELLSOUTH/SBCT RATES – TENNESSEE REMOTE SITE COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	$872.95
PE1RB	Cabinet Space *	Per Rack/Bay	$219.37	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	$26.23
PE1SR	Space Availability Report*	Per premises requested	N/A	$232.12
PE1RE	Request for CLLI*	Per Premises Requested	N/A	$75.23
AEH	Additional Engineering Fee **(Note 1)**	Per request, First half hour/add'l half hour	N/A	-
	Security Escort **(Note 1)**	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	-
PE1OT	Overtime		NA	-
PE1PT	Premium Time		NA	-

Note(s):
N/A stipulates the part of the rate element (RC or NRC) not applying to the element
ICB/TBD rates will be on an Individual Case Basis.

Security Escort and Additional Engineering Fees should not be needed for remote site collocation. If they become necessary, the parties will negotiate appropriate rates.

Attachment 5

Access to Numbers and Number Portability

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Rates ..... Exhibit A

ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. **Non-Discriminatory Access to Telephone Numbers**

During the term of this Agreement, SBCT shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, SBCT 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 SBCT, BellSouth will provide SBCT with on line access to telephone numbers for reservation on a first come first served basis. BellSouth's reservation of telephone number practices shall be in accordance with the appropriate FCC rules and regulations. BellSouth and SBCT will work cooperatively to reallocate reserved numbers where number shortages exist in a particular CLLIC. Any such reallocation will be performed in a nondiscriminatory manner and will be performed at parity with any reallocation BellSouth performs on itself, its own end users, its affiliates or any other CLEC.

1.3 BellSouth and SBCT shall make available to the other party via the LERG up-to-date listings of its own assigned NPA-NXX codes, along with associated rating points and exchanges.

1.4 Each Party is responsible for administering its own assigned NXX codes. Each Party is responsible for programming and updating its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities unless provided for in this agreement.

1.5 Each Party is responsible to input required data into the RDBS (Routing Data Base Systems) and into the BRADS (Bellcore Rating Administrative Data Systems) or other appropriate system(s) necessary to update the LERG, unless otherwise agreed.

1.6 Each Party is responsible for notifying the other Party's End Users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC or a court.

1.7 Further, upon SBCT request and for the purposes of the resale of BellSouth's telecommunications services by SBCT, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for SBCT's

sole use. Such telephone number reservations shall be transmitted to SBCT via electronic file transfer. BellSouth reservations of telephone number practices shall be in accordance with the appropriate FCC rules and regulations.

1.9 BellSouth and SBC will mutually agree, on a case by case basis, when an entire NXX is to be reassigned using LERG reassignment. This typically occurs when either Party has activated an entire NXX for a single End User, or activated more than half of an NXX for a single End User with the remaining numbers in that NXX either reserved for future use or otherwise unused, and if such End User chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will require development of a transition process to minimize impact on the network and on the End User's service and will be subject to appropriate industry lead times (currently forty-five (45) days) for movements of NXXs from one switch to another.

2. Number Portability Permanent Solution

2.1 The FCC, the Commissions, and industry fora have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry fora. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of this Attachment, Interim Service Provider Number Portability (SPNP) may be available only until such permanent solution is implemented in an end office.

2.2 BellSouth will provide SBCT the use of the BellSouth PNP database via theService Provider Number Portability ("SPNP") database query service referenced and at rates contained in BellSouth's FCC Tariff No. 1. SBCT's Signal Transfer Point ("STP"), Tandem, and/or End Office's LRN software will determine the need for, and triggers, the query. BellSouth's,PNP database will determine if a number has been ported and will provide the Local Routing Number ("LRN") if a number is ported.

2.3 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to CLEC where CLEC is a subscriber to local switching or where CLEC 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 SBCT. 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 SBCT switch that serves the subscriber.

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

3.4 Rates

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

4. SPNP Implementation

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

4.2.1 SPNP-RCF, as contemplated by this Agreement, is a Telecommunications Service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the

originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.

4.2.2 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the 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.

4.3 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. Both Parties will work cooperatively to resolve any impairment in their network affecting the other Party's network, to include disconnection of the SPNP arrangement with mutual consent and prior notice to the other Party.

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.

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 [illegible]d a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of

ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

5. Transition to Permanent Number Portability

5.1 Once a PNP is implemented in an end office both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.

5.1.1 Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once PNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide PNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from SPNP to PNP or other related issues.

6. Conversion Policy

6.1 BellSouth implemented the conversion of Interim Number Portability (INP) to Local Number Portability (PNP) as follows:

6.1.1 Conversion of SPNP numbers to PNP is handled as a project.

6.1.2 All SPNP numbers in PNP capable switches will be converted to PNP within 120 days after the end of the phase for that MSA or wire center .

6.1.3 BellSouth will continue to offer SPNP until the completion date of the phase for the wire center.

6.2 Conversion Schedule

6.2.1 The schedule to implement PNP in the 21 MSAs in the BellSouth region is as mandated by the FCC may be viewed by accessing the Carrier Notification Web site. The notification also outlines the conversion schedule for all of BellSouth's switches.

6.3 Specific Conversion activities

6.3.1 The BellSouth Account Teams contact each CLEC with SPNP accounts to negotiate a conversion schedule.

6.3.2 During the 120 day conversion period for each MSA, the Local Carrier Service Center (LCSC) will provide special handling for the requests to convert SPNP to PNP. These requests will be logged by a project manager and project managed to ensure end user service outage is minimal. Unless listing changes are requested, the CLECs may use a specially designed form provided by the project manager or account team in lieu of the Local Service Request (LSR), End User (EU), and Number Portability (NP) forms.

6.3.3 If changes are to be made to the SPNP account, the LSR should follow the normal process flow for ordering instead of the SPNP to PNP conversion plan.

6.4 Firm Order Confirmation

6.4.1 During the conversion period, if a CLEC uses the request form in lieu of the LSR, the form will include provisions for providing a manual FOC. If the request is submitted through EDI, the FOC will be sent back to the CLEC via EDI.

6.5 Routing of Calls to the Local Routing Number (LRN)

6.5.1 Trigger orders are not used for SPNP telephone numbers. Once the activate message is sent to the Number Portability Administration Center (NPAC) by the new service provider, (with exception of the end user's serving wire center) incoming calls are routed to the new provider. Calls from within the end user's servicing wire center will not route to the new Local Routing Number (LRN) until the porting D order processes.

6.6 Permanent Number Solution

6.6.1 BellSouth and CLEC will adhere to the process flows and cutover guidelines outlined in the LNP Reference Guide to the extent that these flows and guidelines support ongoing changes to industry standards. The process flows and cutover guidelines outlined above support current industry standards. Changes to industry standards may occur during the life of this agreement which would necessitate changes to the LNP Reference Guide accessible via the internet at http://www.interconnection.bellsouth.com/guides/other_guides.html.

6.6.1.1 BellSouth and CLEC will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry fora addressing PNP.

6.6.1.2 Both Parties shall cooperate in the process of porting numbers form one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.

6.6.1.2.1 Trigger orders as used in this Attachment refer to a service order issued in advance of the porting of a number utilizing PNP that provides the following: initiates call

queries to the AIN SS7 network in advance of the number being ported; and provides for the CLEC to be in control of when a number ports to the new service provider.

6.6.1.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.

6.6.1.3.1 Mass Calling Numbers. Mass call numbers will not be ported with LRN (i.e., there will be no database queries made for mass call number NXX's associated with choke networks). BellSouth will work cooperatively with SBCT to direct mass call numbers to its own network using the same arrangements BellSouth uses to direct mass call numbers to its own network. Any costs incurred by BellSouth associated with redirecting the mass call number to SBCT will be borne by SBCT.

6.6.1.4 BellSouth will provide ordering support for CLEC's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 6. Ordering and provisioning support required by CLEC outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, CLEC may port numbers during times that are supported by NPAC 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to CLEC 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.

6.6.1.5 Performance Measurements for BellSouth providing PNP are located in Attachment 9 to this Agreement, incorporated herein by this reference.

6.6.2 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experience or as offered to other CLECs.

6.6.3 CLEC may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.

7. True-up

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

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

7.3 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.

7.4 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.

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

8. Operational Support System (OSS) Rates

The terms, conditions and rates for OSS are as set forth in Section 2.13 of Attachment 2.

BELLSOUTH/CLEC-1 RATES
SERVICE PROVIDER
NUMBER PORTABILITY

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1) (2)										
RCF, per number ported (Business Line), 10 paths	TNPBL	NA	NA	NA	NA	NA	NA	$2.26	NA	NA
RCF, per number ported (Residence Line), 6 paths	TNPRL	NA	NA	NA	NA	NA	NA	$1.15	NA	NA
RCF, per number ported (Business Line)	TNPBL	$2.13	NA	$2.03	NA	$2.29	$2.34	$1.66	$2.17	$1.50
NRC - Electronic	TNPBL	$0.65	NA	$0.51	NA	$0.49	$0.6441	$0.71	$0.7046	NA
NRC - Disconnect Charge	TNPBL	$0.07	NA	NA	NA	$0.05	$0.0644	$0.50	NA	NA
RCF, per number ported (Residence Line)	TNPRL	$2.13	NA	$2.03	NA	$2.29	$2.34	$1.66	$2.17	$1.25
NRC	TNPRL	$0.65	NA	$0.51	NA	$0.49	$0.6441	$0.71	$0.7046	NA
NRC - Disconnect Charge	TNPRL	$0.07	NA	NA	NA	$0.05	$0.0644	$0.50	NA	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	N/A	$0.32	NA	$0.2836	NA	$0.38	$0.3836	$0.32	$0.3854	$0.50
RCF, per service order, per location	(++) Bus = TNPBD Res = TNPRD									
NRC - 1st	TNP++	$1.44	NA	$2.10	NA	$2.02	$2.84	$2.73	$1.37	$25.00
NRC - Add'l	TNP++	$1.44	NA	$2.10	NA	$2.02	$2.84	$2.73	$1.37	$25.00
NRC - Disconnect - 1st	TNP++	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Disconnect - Add'l	TNP++	$1.44	NA	NA	NA	$2.01	$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	$44.70	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	$44.70	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID										
DID per number ported, Residence - NRC	TNPDR	$1.18	NA	$0.93	NA	$0.89	$1.17	$2.25	$2.25	NA
DID per number ported, Residence - NRC - Disconnect	TNPDR	$1.18	NA	NA	NA	$0.90	$1.17	NA	NA	NA
DID per number ported, Business - NRC	TNPDB	$1.18	NA	$0.93	NA	$0.89	$1.17	$2.25	$2.25	NA
DID per number ported, Business - NRC - Disconnect	TNPDB	$1.18	NA	NA	NA	$0.90	$1.17	NA	NA	NA
DID per service order, per location										
NRC - 1st	TNPRD	$1.44	NA	$2.10	NA	$2.02	$2.84	$2.73	$1.37	NA
NRC - Add'l	TNPRD	$1.44	NA	$2.10	NA	$2.02	$2.84	$2.73	$1.37	NA
NRC - Disconnect - 1st	TNPRD	$1.44	NA	NA	NA	$2.01	$2.84	NA	$44.70	NA
NRC - Disconnect - Add'l	TNPRD	$1.44	NA	NA	NA	$2.01	$2.84	NA	$44.70	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	$17.77	NA	NA	NA	$11.41	$16.06	NA	NA	NA
DID, per trunk termination, Initial	TNPT2	$11.84	NA	$10.73	NA	$12.46	$13.78	$11.43	$13.16	NA
DID, per trunk termination, Initial - NRC	TNPT2	$173.73	NA	$135.47	NA	$129.69	$171.68	$217.88	$218.03	NA
DID, per trunk termination, Initial - Disconnect	TNPT2	$50.43	NA	NA	NA	$37.85	$49.86	NA	NA	NA
DID, per trunk termination, Subsequent	TNPT2	$11.84	NA	$10.73	NA	$12.46	$13.78	$11.43	$13.16	NA
DID, per trunk termination, Subsequent - NRC	TNPT2	$51.35	NA	$39.53	NA	$37.85	$50.69	$73.56	$73.63	NA
DID, per trunk termination, Subsequent - Disconnect	TNPT2	$25.00	NA	NA	NA	$18.75	$24.71	NA	NA	NA

NOTES:

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

1 Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSCs consideration of the recovery of these costs in Docket 950737-TP. (FL)

2 BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)

Attachment 6

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

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Operational Understanding ..... Exhibit A

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

This Attachment 6 is subject to the General Terms and Conditions of this Agreement.

This Attachment sets forth the terms and conditions under which BellSouth will provide nondiscriminatory access to all pre-ordering, ordering, Provisioning, maintenance and repair functions. This Attachment 6 is subject to the applicable measurements found in Attachment 9 Performance Measurements.

1 General Conditions

1.1 Resale and Unbundled Network Elements ("UNE") functions will be accessible via an industry standard electronic interface, as described herein. In addition, BellSouth will provide to SBCT manual access for all pre-ordering, ordering, Provisioning, and billing functions via BellSouth's Local Carrier Service Center (LCSC). BellSouth will make available to SBCT repair and maintenance functions via an Electronic Bonding Interface and in a manual mode through the BellSouth Resale Maintenance Center ("BRMC") and the Unbundled Network Element Center ("UNEC").

1.2 BellSouth will provide industry standard electronic interfaces, as specified in this agreement, for pre-ordering, ordering, Provisioning, maintenance and repair and billing. If such interfaces are not currently available, BellSouth will develop and implement such interfaces within twelve (12) months of the Effective Date of this agreement.

1.3 In areas where Resale and UNE pre-order, order, maintenance and repair, and billing functions are not available via an industry standard electronic interface, BellSouth and SBCT will mutually agree to alternative methods which provide access to SBCT in parity with BellSouth access, including access to any BellSouth developed electronic interfaces used by BellSouth to perform these functions for other CLECs.

1.4 SBCT agrees to utilize BellSouth's electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale services or UNEs through BellSouth.

1.5 BellSouth will provide a single point of contact for technical support function for electronic interfaces.

1.6 BellSouth will provide necessary technical support to assist SBCT in the implementation and use of each interface and the underlying Operations Support Systems functions. BellSouth will provide SBCT with the information necessary to format and process its electronic requests so that these requests flow through the interfaces, the transmission links and into BellSouth's legacy systems as quickly and efficiently as possible. Such support will consist of appropriate documentation, including:

1.6.1 technical reference manuals and users' guides;

1.6.2 specifications enabling SBCT to modify or design its systems to communicate with BellSouth's interfaces and OSS, including any documentation developed by BellSouth for application-to-application interfaces;

1.6.3 information necessary for SBCT to format and process its electronic requests so as to enhance complete flow-through of information, including syntactical requirements, internal business rules, ordering codes [including information concerning universal service ordering codes (USOCs) and field identifiers (FIDs) used by BellSouth], and other information necessary to submit accurate and complete orders; and

1.6.4 notification procedures for updating all OSS related documentation through carrier notifications posted to the BellSouth Interconnection Services website and the Change Management Process, to the extent that SBCT elects to participate.

1.7 BellSouth has established and participates in a defined Change Management Process by which BellSouth notifies SBCT and other CLECs of changes to the OSS interfaces, introduction of new interfaces, and retirement of interfaces. In addition, the Change Management Process will provide a forum for the identification and resolution of CLEC issues within the defined scope of the Change Management Process. The Change Management Process will be dynamic in nature and based on group consensus. The Change Management Process is further defined in Section 11.

1.8 BellSouth and SBCT will establish interface contingency plans for the pre-order, ordering, maintenance and repair, and billing of Resale services and UNEs.

1.9 BellSouth and SBCT agree to participate in Alliance for Telecommunications Industry Solutions("ATIS") subcommittees, including Order and Billing Forum ("OBF"), Electronic Communications Implementation Committee ("ECIC"), and Electronic Data Interchange ("EDI") to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, maintenance and repair, and billing. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines.

1.10 BellSouth will provide list of any third party licenses or right to use agreements that are required for access to BellSouth OSS, where applicable.

1.11 "Provisioning" is defined as those functions, as well as the center coordination support, utilized to perform the physical wire work associated with installing services ordered via the terms of this Agreement.

2 Quality of Pre-Ordering, Ordering and Provisioning

2.1 BellSouth shall provide pre-ordering, ordering and Provisioning services to SBCT that are equal to the pre-ordering, ordering and Provisioning services BellSouth provides to itself, its Affiliates, or any other CLEC. The Parties will utilize the BellSouth ordering guides available on the BellSouth Interconnection Services website as appropriate for the services ordered. If an SBCT order does not adhere exactly to any such BellSouth guide, then BellSouth will cooperate with SBCT to identify any such deviations for the Interconnection, Network Element, and/or products and services ordered.

2.2 BellSouth will perform Provisioning services during the following normal hours of operation:

Monday - Friday: 8:00AM - 5:00PM location time (excluding holidays)
(Resale/Network Element non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday: 8:00 AM - 5:00 PM location time (excluding holidays)
(Resale/Network Element non coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed.

2.2.1 It is understood and agreed that BellSouth technicians involved in Provisioning service to SBCT may work shifts outside of BellSouth's regular working hours as defined in Section 2.2 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that SBCT 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 SBCT, BellSouth will not assess SBCT additional charges beyond the rates and charges specified in this Agreement.

2.3 All other SBCT requests for Provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges.

3 Pre-Order Guidelines

3.1 BellSouth will provide real-time access, in parity with BellSouth system response time, to pre-order functions, via industry standard interfaces to support SBCT pre-ordering of Unbundled Network Elements and Resale services. The Parties acknowledge that pre-ordering requirements necessitate the use of current, real-time pre-order information to accurately build service orders. The following represents pre-order functions that must be made available to SBCT so that SBCT order requests may be

created to comply with industry approved LSOG and BellSouth pre-ordering requirements.

3.1.1 feature availability by NPA NXX;

3.1.2 features and services available at an end office for a valid service address (as applicable);

3.1.3 BellSouth will provide SBCT with CSR information at parity with the information BellSouth provides itself or any other CLEC. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. Upon execution of a blanket letter of authorization with respect to providing CSR information, the Parties shall provide electronic access, where available, for the exchange of such CSR data. The Parties shall provide manual CSR information via facsimile, U.S. Mail or overnight delivery based on the following intervals. If the manual CSR is submitted via facsimile and the facsimile is less than fifty (50) pages the CSR data will be returned within eight (8) business hours of the request. Either Party, at their own expense, may request delivery of CSR data using overnight delivery. The Parties agree not to view, copy, or otherwise obtain access to the CSR information of any customer without that customer's permission and further agrees that information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

3.1.4 the ability to reserve a telephone number (if the customer does not have one assigned) with the customer on-line; BellSouth should allow for a list of a minimum of six (6) numbers and provide SBCT the ability to request and assign vanity numbers;

3.1.5 service availability dates to the customer;

3.1.6 Primary Interexchange Carrier ("PIC") options for intraLATA toll and interLATA toll;

3.1.7 service address verification;

3.1.8 Loop qualification will be provided to SBCT in accordance with Attachment 2, Section 2.14, incorporated herein by this reference.

3.2 Pre-Ordering Operations Support System Options. BellSouth will provide electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and CSR. The Parties shall provide electronic access, where available, for the exchange of CSR data upon execution of a blanket letter of authorization. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG).

3.2.1 Database Downloads

3.2.1.1 Regional Street Address Guide ("RSAG"). BellSouth shall provide SBCT with BellSouth's RSAG data on a monthly basis through either NDM or FTP connections, as mutually agreed upon. A condition precedent to obtaining the RSAG data is that SBCT shall execute a single mutually acceptable license agreement containing the rates, terms and conditions pursuant to which SBCT may use the data.

3.2.1.2 Product and Service Information Management System ("PSIMS"). BellSouth shall provide SBCT, on a monthly basis, a flat file extraction of PSIMS, which includes PIC availability as well as a list of the features and functions available on an end office-by-end office basis via CONNECT:Direct Service. There is no charge for obtaining the PSIMS file in this manner.

4 Ordering and Provisioning

4.1 Service Ordering and Provisioning. BellSouth will provide real-time access to industry standard ordering and Provisioning functions to support SBCT Provisioning of Resale services and UNEs via one or more industry standard electronic interfaces. Provisioning BellSouth will provide an Electronic Data Interchange ("EDI") arrangement for Resale requests and Unbundled Network Elements. The EDI interface can be integrated with the TAG pre-ordering interface by SBCT. As an alternative to the EDI arrangement, BellSouth will also provide ordering and Provisioning capability through TAG that can be integrated with the TAG pre-ordering capability by SBCT. Also, as an alternative, BellSouth will provide integrated pre-ordering, ordering and Provisioning capability through the LENS interface.

4.1.1 To order Resale services and UNEs, SBCT will format the service request to identify what features, services, or elements it wishes BellSouth to provision in accordance with industry standard ordering requirements, Local Service Request ("LSR"). BellSouth will provision such orders in parity with the Provisioning of similar retail orders.

4.2 BellSouth will provide via its Interconnection Services website usage rules, edits and any BellSouth modified Local Services Ordering Guidelines ("LSOG") specifying the edit requirements for all "forms", fields, etc, as needed to comply with Section 11 Change Management Process.

5 Provisioning for Resale Services and UNE

5.1 BellSouth will provision Resale Services and UNEs as detailed in SBCT order requests. Access to status on such orders will be provided via an electronic interface.

5.2 In cases of EDI ordering, BellSouth will provide SBCT with an EDI interface for transferring and receiving orders, Firm Order Confirmation ("FOC"), Service Order Completion ("SOC") and order status. BellSouth will provide SBCT with a FOC for

each Resale and UNE service request in compliance with the applicable performance measurements detailed in Attachment 9 Performance Measurements. The FOC will include: Purchase Order Number ("PON"), telephone number/ Exchange Circuit Company Identification ("ECCKT"), LSR number, due date, and Service Order number.

6 Miscellaneous Ordering and Provisioning Guidelines

6.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by SBCT will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if SBCT wishes to reinstate an order, SBCT may be required to submit a new service order.

6.2 Single Point of Contact. SBCT will be the single point of contact with BellSouth for ordering activity for Resale services and Unbundled Network Elements used by SBCT 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. SBCT 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 SBCT 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 SBCT that such an order has been processed, but will not be required to notify SBCT in advance of such processing.

6.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state for non-payment as determined by SBCT and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

6.3.1 Upon receipt of a service order, BellSouth will do the following:

6.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current BellSouth interval guidelines.

6.3.1.2 Reuse the BellSouth serving facility for the retail, resale service, or network element at the same location.

6.3.1.3 Notify SBCT subsequent to the disconnect order being completed.

6.4 Release of Facilities. When a customer of SBCT or BellSouth elects to change his/her carrier to the other party, the party providing service shall release the subscriber's service to the other party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in the BellSouth Product and Services Interval Guide.

6.5 Contact Numbers. The Parties agree to provide one another with nationwide toll-free contact numbers for the purpose of ordering, Provisioning and maintenance of services.

6.6 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.

6.7 Cancellation Charges. If SBCT 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.

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

7 Availability

7.1 BellSouth shall make its Operations Support Systems available to SBCT, except as noted by BellSouth for scheduled downtime. BellSouth shall provide to SBCT the timeframes during which each OSS shall be available to SBCT, the scheduled downtimes for routine maintenance and the process for notifying SBCT of unscheduled downtime via the "Carrier Notifications" postings on the BellSouth Interconnection Services website.

8 Maintenance and Repair

8.1 Service Trouble Reporting and Repair. Service trouble reporting and repair allows SBCT to report and monitor service troubles and obtain repair services. BellSouth's normal hours of operation for repair are as stated in paragraphs 2.2 – 2.3 of this Attachment and are incorporated herein by this reference. BellSouth shall provide 24 x 7 support for trouble reporting via the designated BellSouth center or electronically as set forth in this paragraph. BellSouth shall offer SBCT service trouble reporting in

a non-discriminatory manner that provides SBCT the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth will also provide SBCT an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth will provide two options for electronic trouble reporting. For exchange services, BellSouth will provide SBCT access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth will provide electronic trouble reporting through an electronic communications gateway. BellSouth and SBCT shall adhere to BellSouth's Operational Understanding included as Exhibit A of this Attachment.

8.2 Migration of SBCT's to New BellSouth Software Releases for Industry Standard Machine-to-Machine Electronic Interfaces. BellSouth will issue new software releases for new industry standards, machine-to-machine electronic interfaces as needed to improve operations and meet standards and regulatory requirements. 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 SBCT with sufficient notice, pursuant to the Change Management Process, to allow SBCT to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.

8.3 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services. Charge for use of Operational Support Systems shall be as set forth in Section 12 of this Attachment.

8.4 BellSouth shall provide Electronic Communications Trouble Administration ("ECTA") for submitting trouble reports, obtaining the current status of trouble report, obtaining close out information on trouble reports and executing MLT tests on POTS lines. The ECTA will conform to ANSI guidelines T1.227: 1995; T1.227a: 1998; T1.228: 1995; and T1.262:1998. The ECTA should support Trouble Report Format Definitions ("TRFD") 1 and 2 as defined in ECIC document ECIC/TRA/95-003 and TRFD 3 upon approval by ECIC, as negotiated in the SBCT – BellSouth Joint Implementation Agreement (JIA).

8.5 BellSouth will support the following ECTA functions: Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification and Cancel Trouble Report. SBCT will support using CORBA or CMIP, whichever is appropriate, upon a standard being approved and a negotiated agreement with BellSouth, provided that BellSouth decides to migrate to CORBA for ECTA. SBCT and BellSouth will exchange requests over a mutually agreeable X.25 or TCP/IP based network. SBCT and BellSouth will mutually agree upon implementation of new standards, provided BellSouth implements any new standards, as approved by ECIC, such as Trouble Circuit History (POTS), Feature Verification and Auto Detect Notification (Alarms).

9 Connectivity

9.1 Upon completion of this agreement, BellSouth will provide to SBCT all options and specifications for connection to the BellSouth network for the purpose of Operations System Support access.

10 Operational Readiness Test ("ORT")/System Readiness Test ("SRT") for Pre-ordering, Ordering, Provisioning and Repair and Maintenance Interfaces

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing ("ORT")/System Readiness Testing ("SRT"), which will allow for the testing of the systems, interfaces, and processes for the OSS functions ORT/SRT will be completed in conformance with agreed upon processes and implementation dates.

10.2 BellSouth will provide training and training materials on any proprietary and/or GUI interfaces offered by BellSouth and used by SBCT.

11 Change Management Process

11.1 BellSouth agrees to implement and participate in a formalized change management process. This process will provide the means of notifying SBCT and other CLECs, of changes to the OSS interfaces, introduction of new interfaces and retirement of interfaces and provides a forum for the identification and resolution of CLEC Change Management issues. The Change Management meeting schedules and intervals will be posted on the BellSouth web-site at www.interconnection.bellsouth.com.

12 Operational Support Systems (OSS)

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

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

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

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

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

12.3 Denial/Restoral OSS Charge

In the event SBCT 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.

12.4 Cancellation OSS Charge

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

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

12.5 Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

12.6 Threshold Billing Plan

The Parties agree that SBCT 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
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing

system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

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Introduction

Purpose

The purpose of this Operational Understanding is to establish a foundation for a working relationship between the CLEC SERVICE CENTER and BST in support of Local Services. This document seeks to establish the roles and responsibilities for each work center, define the operational requirements needed to perform the assigned responsibilities, and to ensure and facilitate a mutual understanding for the interactive support of Local Services during its implementation and production phases.
The intent of this document is to concentrate only on those roles and responsibilities that cause each work center to interact with the other. This Operational Understanding will define interface tasks and the guidelines to complete those tasks. In addition, it will define what information will be delivered to which organization, when it will be delivered, and how it will be delivered. To that end, it will:

1. Provide a high-level maintenance center description of BellSouth provided Local Service for CLEC Business and Residential End Users located in the BellSouth service area.
2. Describe the responsibilities of the UNEC and BRMC and the CLEC SERVICE CENTER associated with the items to be addressed by the Operational Understanding.
3. Explain the CLEC SERVICE CENTERS contact to the end user for maintenance status of CLEC Local Service

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Version Information:

Revision History

Chapter	*Action Request #*	*Date/Issue*	*Description*
All	*N/A*	*March 1, 2000 / 1*	*Operational Understanding Base Doc*

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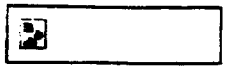

Customer Guide
CG-OPEU-001
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Operational Understanding
Network & Carrier Services

PUBLIC

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CHAPTER 1.0 - General

1.1 General

This Operational Understanding (OU) is between the Unbundled Network Element Center (UNEC) and the BellSouth Resale Maintenance Center (BRMC) and the CLEC Maintenance Centers. This Document provides an Operational Understanding for the Maintenance of CLEC Local Services (Resale and UNE) provided pursuant to the CLEC/BellSouth Interconnection Agreement (I.A.).
The CLEC desires to avail itself of the facilities and services of BellSouth Telecommunications (BST) for the time, in the manner, and as set forth in this Operational Understanding, subject to the rates, charges and provisions of the CLEC/BellSouth Interconnection Agreement. Any conflict between the Operational Understanding and the Interconnection Agreement shall be resolved in favor of the Interconnection Agreement.

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CHAPTER 2.0 - Document Change Control

2.1 Document Change Control

This document will be updated as necessary as the CLEC SERVICE CENTERS and/or the UNEC and BRMC continue to grow and new services are introduced.
The version number will be increased incrementally by one whole digit for standard updates. Periodically there may be a need to re-issue this document due to a significant change in the SERVICE CENTER elements and environment. A re-issue of this type will increase incrementally the version number by one decimal number

Version	Date	Reason for Change
Generic O.U.	01/16/98	Clarification of Wording.
Generic O.U.	03/01/00	Update for center reorganization update

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3.1 Assumptions

The following is a list of assumptions used in the development of this document:

4. This document is specific only to interfaces between the UNEC and BRMC and the CLEC SERVICE CENTER/s for the manual process. Electronic interfaces are described in electronic documentation.
5. As CLEC SERVICE CENTER/s are established, this document will be updated to reflect any interaction between the UNEC and BRMC and the CLEC SERVICE CENTER/s.
6. Any future BellSouth Maintenance Center restructuring will require an update to this document to reflect interaction with the CLECSERVICE CENTER/s.

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CHAPTER 4.0 - Communication Interfaces

4.1 Communication Interfaces

The methods of communication between the centers to support the operational needs of UNEC and BRMC and the CLEC SERVICE CENTER may include but are not limited to; phone and electronic data interface. A Toll Free number will be used for calling into the CLEC SERVICE CENTER for all telephony needs. It is the CLEC SERVICE CENTER's responsibility to administer and maintain the Toll Free number, and to provide this information to BellSouth.

Examples of telephone calls between the CLEC SERVICE CENTER and the BST work center include:

- referral of an end user trouble
- clearance of an end user trouble
- status of trouble reports
- rescheduling of an end user dispatch
- reporting of network outages (BellSouth NMC)
- an escalation on a reported problem

BellSouth UNE Centers

Below are the BellSouth UNEC contact numbers for:

- Interconnection Trunks
- Unbundled Network Elements
- Combinations of Network Elements

The two UNECs are located in Atlanta and Birmingham. CLECs are assigned a specific center and should only call that center when needing assistance.

BellSouth UNE Center Telephone Numbers:

Location	Telephone Number
Atlanta	1-800-795-0153
Birmingham	1-800-811-9079

The contact number for the BellSouth Resale Maintenance Center (BRMC) is:

BellSouth Resale Maintenance Center

1-888-461-0612

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CHAPTER 5.0 - Maintenance Of Local Service Responsibilities and Procedures

5.1 Maintenance Of Local Service Responsibilities and Procedures

This section provides a description of the maintenance responsibilities of BST and the CLEC SERVICE CENTER for residential and business Local Service for end users located in BST serving areas.
The UNEC and BRMC will provide CLEC certain telephone services pursuant to the Interconnection Agreement; the services and facilities will be at least equal in quality to that provided by BST to itself and its end users.
BellSouth

7. Receive End User trouble reports from CLEC and coordinates internal organizations to resolve troubles and restore local service
8. Ensure all work to restore End User service is completed in accordance with the Interconnection Agreement and Telecommunications Industry standards.
9. Inform CLEC upon service restoral or when repair work is completed with the appropriate trouble closure information and test results, if applicable. BST will provide status, upon request, by CLEC. The status request from CLEC will reflect expired maintenance commitments.
   BellSouth will advise CLEC of any central office, facility, or network failure that is known at the time of any inquiry or trouble report by CLEC to any BellSouth maintenance bureau.
   BellSouth Network Management Center will provide Network Management Surveillance per the Appendix D of this OU.
10. This section includes scheduled and non-scheduled maintenance.

BellSouth shall provide the CLEC with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Local Services, Unbundled Network Elements and Combinations provided to CLEC under the Interconnection Agreement that it currently provides for the maintenance of its own network. The CLEC will provide a single point of contact for scheduled maintenance contact/notification by BellSouth.
For services provided through resale, BellSouth agrees to provide CLEC with scheduled maintenance coordination for residence and small business special services. Non-designed services will not be coordinated. Cable throws for Non-Designed circuits will be performed with test sets designed to prevent the End Users from being interrupted during the activity. BellSouth shall monitor individual cut-over work to insure that the service is not in use prior to a service cut.
A. Scheduled-
A1. Company Initiated Activity is considered as scheduled work. Designed Special Services Company Initiated Activity (CIA) activity will be coordinated by the BellSouth CIA Centers. CIA activity consists of cable throws, carrier/ multiplexer rearrangements, and carrier/ multiplexer replacements. The interface for CIA activity is between the BellSouth CIA Centers and the responsible CLEC center.
A CLEC must provide a Single Point of Contact for CIA notification. The BellSouth CIA Centers will handle CLECs in the same method as BellSouth End Users when CIA rearrangements are involved.
Non-Designed services are processed as described in the preceding Resale paragraph.
A2. BellSouth Central Office Conversions are coordinated through Network Project teams. The CLEC notifications are provided via the Customer Communications Process (CCP). The CCP Manager enters data into Internet or mail/faxes the notification directly to the CLEC address provided by the BellSouth Account team if required by the contract. Central Office conversions shall be publicized through the media (Internet) and will occur during non-peak hours.
The Internet address for CLEC notification is: http://www.interconnection.bellsouth.com/carrier
Roles and Responsibilities:

- BellSouth Customer Communications Process
- Determines conversion activity from Network Project teams

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- Fax central office conversion notification to CLEC
- Media (Internet) notification per the Interconnection Agreement

CLEC SERVICE CENTER

- - Receives BellSouth central office conversion notification
- - Notifies End Users of pending conversion activity

B. Non-Scheduled-

BellSouth normally does not engage in non-scheduled maintenance activity. Non scheduled maintenance is defined as additional activity by BellSouth during a normal repair/alarm process. The nature of the maintenance activity will not allow time for a scheduled maintenance interval or End User notification. These activities would require immediate maintenance action to prevent further service degradation or imminent service interruption. BellSouth is responsible for non-intrusive post activity testing to confirm the success of this type maintenance procedure. The non-scheduled maintenance is the same process as used for BellSouth End Users.

CLEC SERVICE CENTERS

1. Provide a Point of contact for CLEC End Users and reports screened Local Service troubles to BellSouth.
2. Provides initial trouble screening functions for end user trouble report.
3. Serve as primary end user interface during repair process.
4. Monitors status of trouble reports. Coordir ates with BellSouth to perform any necessary test and restore functions.
5. Works cooperatively with BellSouth to restore End User service as soon as possible.
6. Provides a Single Point of Contact for BellSouth to schedule releases of local service if required in the IA between the parties.
7. Provides a Single Point of Contact for the Network Management Center if required in the IA between the parties.
8. Provides contact receipt for BellSouth repair technician calls approving CLEC end user request for additional billable work activity.
9. Provide a CLEC contact/reach number on all maintenance reports, which is available seven days per week, 24 hours per day.

Interim Maintenance Procedures for UNEs and Resold Services

COMPANY	TASK DESCRIPTION
CLEC	Receive inquiries or trouble reports from CLEC End Users
CLEC	Make inquiry to End User to obtain answers to Pre-Screening questions: Telephone Number Being Reported End User Name: Company: Address: City & State Trouble Reported By (End User): Trouble Report Received By (CLEC Agent): CLEC Reach Telephone Number: Premises Access Information: Is End User Out-of-Service? Yes/No Does Problem Occur When End User is: a. Called by Someone Else Yes/No b. Calling a Telephone Number Yes/No If a, (Called), Provide the Calling Telephone Number If b, (Calling), Provide the Called Telephone Number Is the Trouble on All of the End USer Telephones? Yes/No If No, Which Telephone Has Trouble? Trouble Description: Date/Time Report is Received:__/__/__-__:__a.m./p.m. Remarks:

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CLEC	Coincident with the initial trouble report, when Special Services non-intrusive testing is requested by the CLEC end user, the CLEC must provide the release time for all testing to begin. Initial trouble reports, on an End User's Non-Design (telephone number format) service, must be referred by the CLEC only when the end user is ready for all types of testing to begin.
CLEC	For electronically submitted trouble reports, the CLEC will propulate the CLEC work order with the information gathered in the Pre-Screening process and refer the trouble to BellSouth using the Electronic Interface.
CLEC	For the manual process, if or when Electronic Interface is not available, the CLEC will contact the appropriate BellSouth Maintenance Center by telephone or using other mutually agreed to processes to refer the trouble.
CLEC	On misdirected calls CLEC shall advise End Users to contact their Local Service Provider and will provide the End User with the Local Service Provider contact number.
CLEC	CLECC will prescreen trouble prior to referral to BellSouth, this includes trouble analysis (CPE, etc.), maintenance testing, etc. The CLEC will resolve non-BST troubles without BSTassistance.
CLEC	The CLEC SERVICE CENTER and BST shall follow the agreed upon escalation procedures for repair/maintenance trouble reports. See Appendix A of this O.U. for agreed upon escalation procedures.
CLEC	The CLEC SERVICE CENTER and BST shall each supply the other with the terms of their DISASTER RECOVERY PLANS for their respective work center. See Appendix C of this O.U. for the Disaster Recovery Plans.
CLEC	Ensure CLEC personnel follow appropriate maintenance escalation procedures.
BST	BellSouth will receive trouble report and initiate a circuit or feature test. The BellSouth repair attendant/s will be the contact for CLEC referred trouble report. On the initial call, BellSouth will provide CLEC with the following information: Circuit ID'd formatted services, BellSouth will provide a trouble ticket number Telephone number formatted services, the telephone number will be the CLEC trouble reference. Test Results (if available) Estimated Time to Repair/Maintenance Target
BST	BellSouth will provide an Estimated Time To Repair (ETTR) on all trouble reports as per the I.A.
BST	BellSouth will provide CLECs large business End Users' trouble report priority handling as is done with BellSouth's large business End Users' trouble reports.
BST	Upon request, BST will provide status or accept escalation per Appendix A of this O.U.
BST	BellSouth will nifiy the CLEC of trouble resolution. The reporting maintenance trouble report contact telephone number will receive notification from BellSouth repair forces.
BST	BellSouth will provide CLEC with notification of missed appointments at parity, using the time frames that BellSouth uses for notifying it's own end user, itself orther entities.
BST	In the event a CLEC End User requests a dispatch through their local provider, BellSouth will initiate a dispatch upon CLEC's request. CLEC will be responsible for any applicable billing associated with the dispatch request.
BST	Maintenance charges for premises visits by BellSouth repair technicians shall be billed by CLEC to its End User, and not by BellSouth. The BellSouth technician shall, (i) contact CLEC for authorization, unless authorization previously granted by CLEC , (ii) provide an estimate of time and materials required, (iii) quote time and charges at the completion of the repair visit, (iv) notify CLEC if a subsequent visit is required. Authorization for BellSouth repair dispatch to end user premise for repair resolution that results in CPE problems will be considered an implied dispatch by receipt of a trouble report. This is consistent with current BellSouth procedures. BellSouth will bill maintenance charges for premise visits to CLEC as per the I.A.
BST	When maintenance charges are incurred during premises visits, the BellSouth repair technician shall present the End User with a form that is consistent with the General Terms and Conditions of the Interconnection

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	Agreement detailing the time spent, the materials used, and an indication that the trouble has either been resolved, or that additional work will be necessary. If additional premises work is required that cannot be performed on that visit, BellSouth shall call CLECto shcedule another premises visit. Wherever possible, BellSouth will schedule appointments while a technician is at the premises with the Customer on the line so that CLEC can schedule a new appointment with BellSouth and the Customer at the same time. The BellSouth technician will obtain the End User's signature on the proper billing form and will perform the necessary process to generate maintenance charges incurred by BellSouth to CLEC.
BS T	On misdirected calls BellSouth shall advise End Users to contact their Local Service Provider and will provide the End User with the Local Serivce Provider contact number.
BS T	The CLEC, until electronic interface exists, for maintenance purposes may call BellSouth to verify central office features and functions. BellSouth will work with CLEC on the initial rouble report to isolate the cause of the trouble and where possible, resolve the feature/function-related trouble at that time. BellSouth will not be required to perform this function where the CLEC has access to this capability via a BellSouth-provided electronic interface, except as mutually agreed to by the parties.
BS T	BellSouth will transfer call or provide the telephone number for the duty supervisor in the repair center if requested by CLEC, see Appendix A.
BS T	BST shall follow the agreed upon escalation procedures for repair/maintenance trouble reports. See Appendix A of this O.U. for agreed upon escalation procedures.
BS T	The CLEC SERVICE CENTER/s and BST shall each supply the other with the terms of their DISASTER RECOVERY PLANS for their respective work center. See Appendix C of this O.U. for the Disaster Recovery Plans.

CLEC MAINTENANCE CENTERS HOURS OF OPERATION:

The CLEC SERVICE CENTER will be the Point of Contact for end users in response to maintenance of-service inquiries, or to report problems with their telephone services (bundled, individual local service or long distance service).

Monday through Sunday: 24 hours per day, 7 days per week, x 365 days a year

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6.1 Protecting Proprietary Information

Information furnished or disclosed in connection with this Operational Understanding provided by CLEC and BellSouth to one another will be deemed "Confidential Information" by BST and CLEC pursuant to the Interconnection Agreement and not made available to personnel or contractors outside the UNEC and BRMC/ CLEC SERVICE CENTER without BellSouth and/or CLEC SERVICE CENTER permission.

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APPENDIX A

Workcenter Escalation Procedures for Local Services

Objective

The objective of this document is to describe the procedures for escalating local service problems, issues or failed commitments for the maintenance of local service. This document defines the roles and responsibilities of BellSouth and CLEC regarding these escalation procedures. Escalation will be addressed and resolved initially at the CLEC and BellSouth work center interfaces (i.e., SERVICE CENTER).

Escalation is defined as the process to be used when issues, problems and service requests are not meeting maintenance targets/commitments, emergency condition requests (conditions related to: life threatening, police, fire, national security, medical, etc.), and for requests relating to exceptional priority End User conditions. The exceptional priority End User conditions require the mutual agreement of CLEC and BellSouth for processing an escalation.

Each CLEC agrees to provide BellSouth with its internal center contacts for escalations as defined in this document. The CLEC agrees to follow the escalation procedures outlined in this Appendix A.

BellSouth

BellSouth's role is to maintain and restore local service to the End User (CLEC).

BellSouth responsibilities for escalation include, but are not limited to:

- Deliver accurate, complete and timely maintenance information to CLEC.
- Transfer as requested the call or provide the telephone number for the duty supervisor in the repair center as the first point of escalation. In the event that further escalation is necessary, the BST supervisor/ repair attendant will be responsible for contacting the next escalation on behalf of CLEC. At each escalation hand off, BellSouth will provided CLEC with a proactive status report. This person is also responsible for providing the name and telephone number of the next level in the escalation procedure, if requested.
- Provide CLEC a commitment time to resolve the service problem.
- Give appropriate and timely status to CLEC on the escalation.
- Communicate status at CLEC request when BellSouth cannot meet a stated maintenance target.
- Understand CLEC's contractual agreements with BellSouth.
- Ensure the CLEC has the latest BellSouth escalation center contact lists/process and provide updates.
- BellSouth will follow internal escalation procedures and escalate problems to the appropriate internal organization at CLEC 's request, consistent with local BST maintenance center processes.
- BellSouth centers will follow the escalation procedures as Appendix A indicates.

If BellSouth provides status or a new commitment that is acceptable to CLEC, it is reasonable to expect that the next-and following-escalation steps will not occur until the status changes or the new commitment is missed. (Escalation intervals will be at least equal to that provided by BellSouth to itself and its end users.)

BellSouth Escalation Contacts

BellSouth center escalation lists are contained in the matrix in section 3 of this O.U. The BST Center supervisor will coordinate required internal escalations as stated in the Interconnection Agreement.

UNE Center Escalation Process

CONDITION AT CUSTOMER ESCALATION REQUEST	MANAGEMENT NOTIFICATION	CUSTOMER STATUS

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UNE maintenance target not exceed	NO	Reiterate maintenance target
UNE maintenance target exceeded; new ETTR provided	NO	Provide new ETTR to customer
UNE maintenance target exceeded; **NO ETTR** provided Customer requests 1st Level escalation	YES Notify field 1st Level manager for status/ETTR	Provide new ETTR to customer
UNE ETTR exceeded No ETTR provided.	YES Notify nex appropriate field management levelfor status/ETTR	Provide updated ETTR to customer
Common failure identified, repair forces committed & ETTR communicated	NO	Provide ETTR
Natural Disaster of Major Proportions	NO	Provide latest E.O.C. update
*EMERGENY CONDITION REQUEST	YES Respond to request followed by Center management notification	Provide ETTR to customer
Inappropriate customer escalation	NO Courtesly handle; refer to reepair center management if resolution required	Reiterate maintenance target

The escalation process should not begin until after the given commitments are missed.

BRMC Escalation Process

CONDITION AT CUSTOMER ESCALATION REQUEST	**MANAGEMENT NOTIFICATION**	**CUSTOMER STATUS**
BRMC maintenance target not exceeded	NO	Reiterate maintenance target
BRMC maintenance target exceeded; new ETTR	NO	Provide new

EXHIBIT A

provided		ETTR to customer
BRMC maintenance target exceeded; **NO ETTR** provided Customer requests 1st Level escalation	YES Notify field 1st Level manager for status/ETTR	Provide new ETTR to customer
BRMC ETTR exceeded No ETTR provided	YES Notify next appropriate field management level for status/ETTR	Provide updated ETTR to customer
Common failure identified, repair forces committed & ETTR communicated	NO	Provide ETTR
Natural Disaster of Major Proportions	NO	Provide latest E.O.C. update
*EMERGENCY CONDITION REQUEST	YES Respond to request followed by Center management notification	Provide ETTR to customer
Inappropriate customer escalation	NO Courteously handle; refer to repair center management if resolution required	Reiterate maintenance target

*Emergency Condtion Request- BST will accept a customer escalation request for EMERGENCY situations. Emergency situations are defined as life threatening, police, or fire.

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APPENDIX B

CLEC Maintenance Repair Guide for UNEs and Resold Services

CLEC Maintenance Repair Guide for UNEs and Resold Services

Note: For CLEC's use with it's End Users prior to establishing contact with BellSouth. The information below represents guidelines that CLEC can provide to it's local End Users with information re: repair intervals. The guidelines are not interval commitments and do not reflect real time workload, weather conditions or other factors that may affect repair times. The BellSouth repair target will be provided to CLEC by BellSouth repair center personnel at the time of trouble receipt for manual reporting or until such time as CLEC utilizes electronic maintenance connectivity. The maintenance repair target guide will not be used by CLEC for any interface process with the BellSouth maintenance centers. Resale maintenance commitments are the same as comparable service in BellSouth operations. These guidelines do not apply in cases of disaster or other extraordinary events.

Service Type	Business Day (Mon-Fri) Estimated Repair Interval	Weekend (Sat-Sun) Estimated Repair Interval
Local Exchange Line (Flat/Message/Measured)- Residence	24	48
Local Exchange Line(Flat/Message/Measured)- Business	24	48
PBX Trunks (Flat/Message/Measured)	24	48
Remote Call Forwarding (RCF)	24	48
DID	24	48
ISDN - BASIC	24	48
MegaLink - Non-Channelized	4	4
MegaLink - Channel Service	4	4
SynchroNet/ DDS	8	8

The following are the BellSouth Unbundled Network Element Maintenance Targets to be used as service repair targets. These intervals are based on normal business hours as BellSouth defines business hours for its own end users. **(Note: Switched UNE combinations will have targeted repair intervals the same as those offered to BellSouth end users for equivalent retail and resold services). Enhanced Extended Links (EEL) will have intervals comparable to Special Access Circuits. Those target intervals are: DS1 circuits are 4 hours and DSO and lower circuits are 24 hours.**

UNBUNDLED NETWORK ELEMENT MAINTENANCE TARGETS

UNBUNDLED NETWORK ELEMENTS	Maintenance Target Intervals (in hours)
Unbundled Loops	
2W analog voice grade loop	24
4W analog voice grade loop	24
4W DS1 & PRI digital loop	4
2W ISDN digital loop	24
ADSL - 2W asymmetrical digital subscriber line loop	24

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HDSL - 2W & 4 w high bit rate digital subscriber line loop	24
CO Channel Interfaces 4W voice	24
Network Interface Device (DID)	
NID TO NID Cross Connect 2 wire	24
NID To NID Cross Connect 4 wire	24
NID Spare Capacity	24
CCS7 Signaling Transport Service	
A-Link Signaling	4
D-Link Signaling	4
STP	4
Unbundled Interoffice Transport	
Interoffice Transport Analog line grade	24
Interoffice Transport DSO	6
Interoffice Transport DS1	4
Interoffice Transport DS3	2
Digital Cross Connect	
DCS1/0	6
DCS3/1	4
DCS3/0	2
Customized Call Routing (Selective Routing)	24
Unbundled Local Switching	
2W analog line port	24
Hunting	24
2W analog DID trunk port	24
2W ISDN digital line side port	24
4W ISDN DSI digital trunk port	4
Local Interconnection (incl. Reciprocal Compensation)	
1 way trunking	24
2 way intermediary	4
Multiple tandem interconnection	4
Switched Local Channel Interconnection	
Analog grade	24
2 wire	24
4 wire	6
DS1	4
DS3	2
RCF - Remote Call Forwarding	24
DID - Direct Inward Dial	24

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APPENDIX C

CLEC & BST Workcenter Disaster Recovery for Local Services

Examples of Disasters:

Any natural disaster or incident, which has the potential to or actually causes damage to CLEC Network assets, caused by:

- Earthquake
- Major Fire
- Flooding
- Hurricane
- Tornado
- Civil Unrest
- Vandalism or Terrorism
- Other natural or manmade disasters

Any condition of major proportion caused by hardware and/or software failures or damage, procedural error, or other major system-affecting conditions, such as:

- Computer viruses affecting critical CLEC SERVICE CENTER operating systems
- Unauthorized intrusions into critical CLEC SERVICE CENTER operating systems
- Software problems or errors
- Equipment failures which threaten critical CLEC SERVICE CENTER functions
- The physical destruction of hardware or equipment

Any Network condition which has the potential to or does affect a large geographic, or major metropolitan area, such as:

- Local exchange carrier failure
- Alternate access provider failure
- Cellular carrier failure
- International gateway failure
- Major CLEC Work Center failure
- Major CLEC Computer Center failure
- Failure of CLEC service to vital community facilities, e.g., airports, hospitals, public safety organizations
- Airports (FAA Circuits) will be governed by the FCC TSP coding system.

CLEC will provide BellSouth with its disaster plans for the CLEC centers supporting the maintenance of local services. The CLEC will also provide key contacts to be utilized by BellSouth to interface with during disaster scenarios including, but not limited to, those described in this Appendix A of the Operational Understanding.

BellSouth Disaster Recovery Planning For CLECs

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.

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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.

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.

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.

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.

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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.

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:

11. 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.
12. 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.
13. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
14. Mercury and other regulated compounds resident in telephone equipment.
15. 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.

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.

Recovery Procedures

General

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

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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.

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.

BellSouth Outage

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.
A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.
The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

10. Place specialists and emergency equipment on notice;
11. Inventory the damage to determine what equipment and/or functions are lost;
12. Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
13. Begin reconnecting service for Hospitals, Police and other emergency agencies; and
14. Begin restoring service to CLECs and other customers.

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 3.3.1.

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:

1. Place specialists and emergency equipment on notice;
2. Inventory the damage to determine what equipment and/or functions are lost;
3. Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
4. Begin reconnecting service for Hospitals, Police and other emergency agencies;
5. 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;
6. 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.)
7. Begin restoring service to CLECs and other customers.

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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:

1. Placing specialists and emergency equipment on notice;
2. Inventorying the damage to determine what equipment and/or functions are lost;
3. Moving containerized emergency equipment to the stricken area, if necessary;
4. Reconnecting service for Hospitals, Police and other emergency agencies; and
5. 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.

Combined Outage (CLEC and BellSouth Equipment)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 3.3.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

T1 Identification Procedures

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently then normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

Acronyms

Term	Definition
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.

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APPENDIX D

CLEC & NMC

General

Working relationship between CLEC Local's Customer Network Management Center (SERVICE CENTER or equivalent) and the BellSouth Network Management Center (NMC). **Appendix D will apply only if the CLEC will provide a Single Point of Contact for Network Management.**
Outlined below are roles and responsibilities, requirements and processes to maximize our networks' integrity and thereby minimize service interruptions.

Roles and Responsibilities

CLEC

CLEC is currently a provider of local service. As a result, network service affecting events occurring in CLEC will be recognized by CLEC. These network service affecting events could include facility failures, total switch failures, CCS7 network failures, mass calling events, network translations errors/process errors, or other End User-impacting events, excluding provisioning and engineered blockage. CLEC Network SERVICE CENTER is a Single Point Of Contact, staffed 24 hours a.day, seven days a week, 365 days a year.

BellSouth Network Management Center

The BellSouth NMC is responsible for surveillance of the switched traffic network to ensure network integrity and prevent/minimize service disruptions. This includes Inter-exchange Carriers, Independent Companies, Local Exchange Companies and BellSouth's network. Network service affecting events occurring in BellSouth will be recognized by the BellSouth NMC. These network events could include facility failures, total switch failures, CCS7 network failures, mass calling events, network translations errors/process errors, or other End User-impacting events, excluding provisioning and engineered blockage. The NMC is staffed 24 hours a day, seven days a week, 365 days a year.

Key Functions of BellSouth NMC

- Network surveillance and control of switched traffic
- Tier II surveillance and escalation of CCS7 faults, excluding single link
- Analyzation/resolution of network anomalies
- FCC notification
- Management of mass calling events

Note: This information must be provided to BellSouth's NMC.

BellSouth NMC and CLEC Contacts

Contacts - CLEC NMC Center

	Center / Title	Telephone	Facsimile	Pager (if applicable)
Initial Notification NSCUpdate@SBC.com –	CLEC Service Center Quinton Williams	214 689-7488	214 678-9730	800 635-1603

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Electronic Mail Box				
1st Escalation At 15,000 blocked calls	Manager Wally Kratzer	214 689-7443	214 678-9730	888 472-1990
2nd Escalation At 30,000 blocked calls	Director Glynn "Chip" Gomez	214 689-7410	214 678-9730	888 648-5822
3rd Escalation At 40,000 blocked calls	Vice-President Charles Copeland	214 689-7401	214 678-9730	800 438-9501

BellSouth Network Management Center

	Center/Title	Telephone	Facsimile	Pager (if applicable)
Initial Notification	BellSouth Network Management Center Room 480, 7 Executive Park Dr. Atlanta, Georgia 30329	404-321-2516	404-634-6536	
1st Escalation At 15,000 blocked calls	Mark Bowden, Manager	404-321-2514	404-634-6536	
2nd Escalation At 30,000 blocked calls	Mike Gaines, Director- INSAC (Integrated Network Surveillance and Administration Center)	404-321-2843	404-325-5112	800-730-5321
3rd Escalation At 40,000 blocked calls	Don Pickens, Network Vice Pres. ROC (Regional Ops Ctrs)	404-321-8700	205-977-2776	800-216-9632

Requirements and Processes

CLEC Requirements of BellSouth

The BellSouth NMC will be the single point of contact, NMC to CLEC SERVICE CENTER, for all network-related events (see below) and will be available 24 hours a day, seven days a week, 365 days a year.
BellSouth NMC will notify CLEC SERVICE CENTER of network events occurring in BellSouth's interoffice network (or total switch) that potentially could impact their local End Users. These could include facility failures, total switch failures, CCS7 network failures, mass calling events, network translations errors/process errors, or other End User-impacting events (excluding provisioning and engineered blockage).
Initial contact during said network events will be made within 30 minutes of awareness by the BellSouth NMC. Contact will include the following:

- Name of Network Manager making the referral
- BellSouth NMC ticket number
- Nature of failure (suspected / confirmed - switch, software, power, etc.)
- Offices / areas affected
- Estimated time of restoral (ETR)
- Other pertinent information

Status will be provided during network affecting events within 30 minutes from initial notification, if requested by the CLEC.
Escalation procedures may be conducted by the CLEC and are as follows:

- First point of escalation is at 15,000 blocked calls.
- Second point of escalation is at 30,000 blocked calls.
- Third point of escalation is at 40,000 blocked calls.

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Within 1 hour from the *conclusion* of the BellSouth network event, the cause of failure (confirmed, if known, or suspected) will be communicated to CLEC SERVICE CENTER. If requested by the CLEC, any event initially closed, as "under investigation" will require closure within 24 hours to a known cause. The BellSouth NMC will be expected to keep all organizational contacts current.
The BellSouth NMC will provide advanced notification, via fax, of known mass call events that may affect CLEC End Users. The BellSouth NMC agrees to GAP telephone numbers of CLEC customers that are targets of mass call events, when requested by the CLEC. The BellSouth NMC may GAP telephone numbers of CLEC customers when those target numbers of mass calling events cause or are likely to cause congestion in BellSouth's network.

BellSouth's Requirements of CLEC:

The CLEC Service Center will be the single point of contact, BellSouth NMC to CLEC Service Center, for all network-related events (see below) and will be available 24 hours a day, seven days a week, 365 days a year. CLEC Service Center will notify BellSouth NMC of network events occurring in CLEC's interoffice network (or total switch) that potentially could impact their local End Users. These could include facility failures, total switch failures, CCS7 network failures, mass calling events, network translations errors/process errors, or other End User-impacting events (excluding provisioning and engineered blockage).
Initial contact during said network events will be made within 30 minutes of awareness by the CLEC Service Center.
Contact will include the following:

- Name of Network Manager making the referral
- CLEC Service Center ticket number
- Nature of failure (suspected / confirmed - switch, software, power, etc)
- Offices / areas affected
- Estimated time of restoral (ETR)
- Other pertinent information

Status will be provided during network affecting events within 30 minutes from initial notification, if requested by BellSouth NMC.
Escalation procedures may be conducted by the BellSouth NMC and are as follows:

- First point of escalation is at 15,000 blocked calls.
- Second point of escalation is at 30,000 blocked calls.
- Third point of escalation is at 40,000 blocked calls.

Within 1 hour from the conclusion of the CLEC network events, the cause of failure (confirmed, if known, or suspected) will be communicated to BellSouth NMC.
If requested by the BellSouth NMC, any event initially closed, as "under investigation" will require closure within 24 hours to a known cause. The CLEC Service Center will be expected to keep all organizational contacts current.
The CLEC Service Center will provide advanced notification, via fax, of known mass call events that may affect BellSouth End Users. The CLEC agrees to GAP telephone numbers of BellSouth customers that are targets of mass call events, when requested by BellSouth. The CLEC may GAP telephone numbers of BellSouth customers when those target numbers of mass calling events cause or are likely to cause congestion in BellSouth's network.

Attachment 7

Billing

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BILLING

1. Payment and Billing Arrangements

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

1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that SBCT requests. BellSouth will bill and record in accordance with this Agreement those charges SBCT incurs as a result of SBCT 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 SBCT, SBCT shall bill BellSouth in CABS format.

1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, SBCT will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Abbreviation (ACNA) and a tax exemption certificate, if applicable.

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

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

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.6, below, shall apply.

1.5 Tax Exemption. Upon proof of tax exempt certification from SBCT, the total amount billed to SBCT will not include those taxes or fees for which the CLEC is exempt. SBCT 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 SBCT.

1.6 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. SBCT 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 SBCT. The procedures for discontinuing service to SBCT 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 SBCT of the rules and regulations contained in BellSouth's tariffs.

1.7.2 If payment of account is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to SBCT 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 SBCT at the billing address to discontinue the provision of existing services to SBCT 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 SBCT's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to SBCT 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, SBCT's services will be discontinued. Upon discontinuance of service on SBCT's account, service to SBCT's end users will be denied. BellSouth will reestablish service at the request of the end user or SBCT for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. SBCT 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, SBCT will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release SBCT from its obligation to make complete and timely payments of its bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in SBCT's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

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

2. Billing Disputes

2.1 Billing disputes shall be handled pursuant to the terms of this section.

2.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.

2.2 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.

3. RAO Hosting

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

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

3.3 Compensation amounts, if applicable, will be billed by BellSouth to SBCT on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

3.4 SBCT must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from SBCT 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 SBCT and will coordinate all associated conversion activities.

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

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

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

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

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

3.10 Transmission of message data between BellSouth and SBCT will be via CONNECT:Direct.

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

3.12 SBCT 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.

3.13 Should it become necessary for SBCT to send data to BellSouth more than sixty (60) days past the message date(s), SBCT 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 SBCT to notify all affected Parties.

3.14 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 SBCT) identified and agreed to, the company responsible for creating the data (BellSouth or SBCT) will make every effort to

have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from SBCT, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify SBCT of the error condition. SBCT 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, SBCT will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

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

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

3.18 RAO Compensation

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

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

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

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

3.19 Intercompany Settlements Messages

3.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by SBCT 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 SBCT and the involved company(ies), unless that company is participating in NICS.

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

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

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

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

3.19.6 BellSouth will collect the revenue earned by SBCT 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 SBCT. BellSouth will remit the revenue billed by SBCT 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 SBCT. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to SBCT via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

3.19.7 BellSouth will collect the revenue earned by SBCT 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 SBCT. BellSouth will remit the revenue billed by SBCT

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 SBCT via a monthly CABS miscellaneous bill.

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

4. Optional Daily Usage File

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

4.2 SBCT shall furnish all relevant information required by BellSouth for the provision of the ODUF.

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

4.4 Charges for delivery of the ODUF will appear on SBCT's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

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

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

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

4.7.1 Usage To Be Transmitted

4.7.1.1 The following messages recorded by BellSouth will be transmitted to SBCT:

- Message recording for per use/per activation type services (examples: Three -Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured billable Local
- Directory Assistance messages

- IntraLATA Toll
- WATS and 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

4.7.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to SBCT.

4.7.1.4 In the event that SBCT detects a duplicate on ODUF they receive from BellSouth, SBCT will drop the duplicate message (SBCT will not return the duplicate to BellSouth).

4.7.2 Physical File Characteristics

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

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

associated with the use of the dial circuit by SBCT will be the responsibility of SBCT. 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 SBCT's end for the purpose of data transmission will be the responsibility of SBCT.

4.7.3 Packing Specifications

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

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

The data will be packed using ATIS EMI records.

4.7.4 Pack Rejection

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

4.7.5 Control Data

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

4.7.6 Testing

4.7.6.1 Upon request from SBCT, BellSouth shall send test files to SBCT for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that SBCT set up a production (LIVE) file. The live test may consist of SBCT's employees making test calls for the types of services SBCT requests on ODUF. These test calls are logged by SBCT, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing

will be completed within 30 calendar days from the date on which the initial test file was sent.

5. Access Daily Usage File

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

5.2 SBCT shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3 ADUF will contain access messages associated with a port that SBCT has purchased from BellSouth

5.4 Charges for delivery of ADUF will appear on SBCT's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard ATIS EMI record format.

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

5.6 Usage To Be Transmitted

5.6.1 The following messages recorded by BellSouth will be transmitted to SBCT:

5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.

5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.

5.6.2 When SBCT purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

5.6.2.1 Originating from Network Element and carried by Interexchange Carrier:

5.6.2.1.1 BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF.

5.6.2.2 Originating from network element and carried by BellSouth (SBCT is BellSouth's toll customer).

5.6.2.3 Terminating on network element and carried by Interexchange Carrier:

5.6.2.3.1 BellSouth will bill network element to SBCT and send access record to SBCT.

5.6.2.4 Terminating on network element and carried by BellSouth:

5.6.2.4.1 BellSouth will bill network element to SBCT and send access record to SBCT.

5.6.3 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to SBCT.

5.6.4 In the event that SBCT detects a duplicate on ADUF they receive from BellSouth, SBCT will drop the duplicate message (SBCT will not return the duplicate to BellSouth.)

5.6.5 Physical File Characteristics

5.6.5.1 ADUF will be distributed to SBCT via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

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

5.6.6 Packing Specifications

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

5.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to SBCT which BellSouth RAO is sending the message. BellSouth and SBCT will use the invoice sequencing to control data

exchange. BellSouth will be notified of sequence failures identified by SBCT and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.7 Pack Rejection

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

5.6.8 Control Data

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

5.6.9 Testing

5.6.9.1 Upon request from SBCT, BellSouth shall send a test file of generic data to SBCT via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

BELLSOUTH/CLEC-1 RATES
ODUF/ADUF/CMDS

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF: Recording, per message	N/A	$0.0002	$0.008	$0.0001275	$0.0008611	$0.00019	$0.0001179	$0.0003	$0.0002662	$0.0000044
ODUF: Message Processing, per message	N/A	$0.0033	$0.004	$0.0082548	$0.0032357	$0.0024	$0.0032089	$0.0032	$0.0032344	$0.0027366
ADUF: Message Processing, per message	N/A	$0.004	$0.004	$0.0136327	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
CMDS: Message Processing, per message	N/A	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	$55.19	$54.95	$28.85	$55.68	$47.30	$54.62	$54.61	$54.72	$52.75
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.00004	$0.001	$0.0000434	$0.0000365	$0.00003	$0.0000354	$0.0004	$0.0000357	$0.0000339
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.001	$0.001	$0.0000434	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001

NOTES:

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

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide SBCT nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth as required by Applicable Law, including, but not limited to section 224, 251 (b)(4) and 271 (c)(2)(B)(iii) of 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

BellSouth will follow the rulings of State Commission Orders pertaining to Performance Measurements that are now in effect or that become effective after execution of this Agreement. In the absence of State Commission Orders pertaining to Performance Measurements, the regional BellSouth Standard Quality Measurements as posted on the BellSouth website will be followed.

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
SBCT
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	1		
	2		
	3		
	4		
	5		
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	7		
	8		
	9		
	10		
	11		
	12		
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AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
SBCT
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	28		
	29		
	30		
	31		
	32		
	33		
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
2-Network Elements & Oth Svs	1		
	2		
	3		
	4		
	5		
	6		

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

Attachment Name/Number	Section Number	Version Date	Planned Activities
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		

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

Attachment Name/Number	Section Number	Version Date	Planned Activities
	9		
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers/Num Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Pre-Ordering,Ordering/ Provisioning/Maint/Repair	1		
	2		
	3		
7-Billing	1		
	2		
	3		
	4		
	5		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		
9-Perf Measurement			
10-Agrmt Implementation Template			
11-Disaster Recovery			

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

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

Attachment Name	Section No.	Version Date	Planned Activities
Terms/Conditions	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
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	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		
	26		
	27		

Attachment Name	Section No.	Version Date	Planned Activities
	28		
	29		
	30		
	31		
	32		
	33		
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
2-Network Elements & Other Services	1		
	2		
	3		
	4		
	5		
	6		

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

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

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

Attachment Name	Section No.	Version Date	Planned Activities
	9		
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers/Num Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Pre-Ord/Ord/Prov/Maint/ Repair	1		
	2		
	3		
7-Billing	1		
	2		
	3		
	4		
	5		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		
9-Perf Measurement			
10-Agmt Implementation Template			
11-Disaster Recovery Plan			