

By and Between
BellSouth Telecommunications, Inc.
And
DSLnet Communications, LLC

AGREEMENT

This Agreement, which shall become effective as of the 1st day of December 2001, is entered into by and between DSLnet Communications, LLC, ("DSLnet") a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, DSLnet Communications, LLC has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and U.S. South Communications, Inc. dated April 5, 2001 for the state(s) of Alabama, Florida, Georgia, Louisiana, Mississippi, South Carolina and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, DSLnet Communications, LLC and BellSouth hereby agree as follows:

1. DSLnet Communications, LLC and BellSouth shall adopt in its entirety the U.S. South Communications, Inc. Interconnection Agreement dated April 5, 2001 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The U.S. South Communications, Inc. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Title Page	1
Table of Contents	1
General Terms and Conditions	20

04/27/99

Attachment 1	32
Attachment 2	170
Attachment 3	37
Attachment 4 Physical Collocation	63
Attachment 4 Remote Site Physical Collocation	49
Attachment 5	11
Attachment 6	7
Attachment 7	16
Attachment 8	2
Attachment 9	2
Attachment 10	8
Attachment 11	11
Attachment 12	3
TOTAL	436

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

3. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2.1 of the U.S. South Communications, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2.1 of the U. S. South Communications, Inc. Interconnection Agreement, the effective date shall be April 5, 2003.

4. DSLnet Communications, LLC shall accept and incorporate any amendments to the U.S. South Communications, Inc. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

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

BellSouth Telecommunications, Inc.

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

04/27/99

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

DSLnet Communications, LLC

Wendy Bluemling
Assistant Vice President
5th Floor
545 Long Wharf Drive
New Haven, Connecticut 06511

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

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

C. W. Boltz
Signature

C. W. Boltz
Name

Managing Director
Title

10-10-01
Date

DSLnet Communications, LLC

Wendy Bluemling
Signature

Wendy Bluemling
Name

Assistant Vice President
Title

9/28/01
Date

04/27/99

**INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
U.S. SOUTH COMMUNICATIONS, INC.**

General Terms and Conditions

1. Definitions
2. Term of the Agreement
3. Operational Support Systems
4. Parity
5. White Pages Listings
6. Bona Fide Request/New Business Request Process for Further Unbundling
7. Court Ordered Requests for Call Detail Records and Other Subscriber Information
8. Liability and Indemnification
9. Intellectual Property Rights and Indemnification
10. Proprietary and Confidential Information
11. Assignments
12. Resolution of Disputes
13. Taxes
14. Force Majeure
15. Adoption of Agreements
16. Modification of Agreement
17. Non-waiver of Legal Rights
18. Severability
19. Waivers
20. Governing Law
21. Arm's Length Negotiations
22. Notices
23. Rule of Construction
24. Headings of No Force or Effect
25. Multiple Counterparts
26. Implementation of Agreement
27. Filing of Agreement
28. Compliance with Applicable Law
29. Necessary Approvals
30. Good Faith Performance
31. Nonexclusive Dealings
32. Survival
33. Entire Agreement

Attachment 1 - Resale

Attachment 2 - Network Elements and Other Services

Attachment 3 - Network Interconnection

Attachment 4 - Physical Collocation

Attachment 5 - Access to Numbers and Number Portability

Attachment 6 - Pre-Ordering, Ordering and Provisioning, Maintenance and Repair

Attachment 7 - Billing and Billing Accuracy Certification

Attachment 8 - Rights-of-Way, Conduits and Pole Attachments

Attachment 9 - Performance Measurements

Attachment 10- Agreement Implementation Template

Attachment 11- BellSouth Disaster Recovery Plan

AGREEMENT

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

WITNESSETH

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

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

WHEREAS, U.S. South wishes to resell BellSouth's telecommunications services and purchase network elements and other services, and the Parties wish to interconnect their facilities and exchange traffic pursuant to sections 251 and 252 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and U.S. South agree as follows:

1. Definitions

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

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

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

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

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

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

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

2. Term of the Agreement

2.1 The term of this Agreement shall be two years, beginning on the Effective Date and shall apply to the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.3 below.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

2.3.1 Except as set forth in Section 2.3.2 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 and no arbitration proceeding has been filed in accordance with Section 2.3 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to U.S. South 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 U.S. South pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the date of execution.

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

3. **Operational Support Systems**

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

4. **Parity**

When U.S. South 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 U.S. South 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 U.S. South shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by U.S. South.

5. **White Pages Listings**

- 5.1 BellSouth shall provide U.S. South and their customers access to white pages directory listings under the following terms:

- 5.2. Listings. U.S. South shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include U.S. South residential and business customer listings in the appropriate White Pages (residential and business) or

alphabetical directories. Directory listings will make no distinction between U.S. South and BellSouth subscribers.

- 5.2.1 Rates. So long as U.S. South provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to U.S. South one (1) primary White Pages listing per U.S. South subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.
- 5.3 Procedures for Submitting U.S. South Subscriber Information are found in The BellSouth Business Rules for Local Ordering.
- 5.3.1 Notwithstanding any provision(s) to the contrary, U.S. South shall provide to BellSouth, and BellSouth shall accept, U.S. South's Subscriber Listing Information (SLI) relating to U.S. South's customers in the geographic area(s) covered by this Interconnection Agreement. U.S. South authorizes BellSouth to release all such U.S. South SLI provided to BellSouth by U.S. South to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such U.S. South SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.
- 5.3.2 No compensation shall be paid to U.S. South for BellSouth's receipt of U.S. South 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 U.S. South's SLI, or costs on an ongoing basis to administer the release of U.S. South SLI, U.S. South shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
- 5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by U.S. South under this Agreement. U.S. South shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate U.S. South listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to U.S. South any complaints received by BellSouth relating to the accuracy or quality of U.S. South listings.

- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 Unlisted/Non-Published Subscribers. U.S. South will be required to provide to BellSouth the names, addresses and telephone numbers of all U.S. South customers that wish to be omitted from directories.
- 5.5 Inclusion of U.S. South Customers in Directory Assistance Database. BellSouth will include and maintain U.S. South subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and U.S. South shall provide such Directory Assistance listings at no recurring charge. BellSouth and U.S. South will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord U.S. South's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to U.S. South's customer proprietary confidential directory information to those BellSouth employees or agents who are involved in the preparation of listings or directories.
- 5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to U.S. South subscribers at no charge or as specified in a separate BAPCO agreement.
6. **Bona Fide Request/New Business Request Process for Further Unbundling**
- 6.1 BellSouth shall, upon request of U.S. South, provide to U.S. South access to its network elements at any technically feasible point for the provision of U.S. South's telecommunications service where such access is necessary and failure to provide access would impair the ability of U.S. South to provide services that it seeks to offer. Any request by U.S. South for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request (BFR/NBR), and shall be submitted to BellSouth pursuant to the BFR/NBR process.
- 6.2 U.S. South shall submit any BFR/NBR in writing to U.S. South's Account Manager. The BFR/NBR shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The BFR/NBR also shall include U.S. South's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

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

7.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for U.S. South, 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 U.S. South 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 U.S. South end users for the same length of time it maintains such information for its own end users.

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

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

8. **Liability and Indemnification**

8.1 U.S. South Liability. In the event that U.S. South 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 U.S. South under this Agreement.

8.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be responsible to U.S. South for any acts or omissions of another telecommunications company providing services to U.S. South except to the extent such other company is an agent or contractor of BellSouth acting on its behalf under this Agreement.

8.3 Limitation of Liability

8.3.1 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. BellSouth shall take financial responsibility

for its own action in causing or its lack of action in preventing, unbillable or uncollectible U.S. South revenues.

- 8.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third Party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 8.3.3 Neither BellSouth nor U.S. South shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 8.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 8.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 8.4 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the

content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement. Notwithstanding the above, there shall be no indemnification under this Section for any claim, loss or damage for acts by BellSouth determined to be intentional, willful or grossly negligent.

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

9. **Intellectual Property Rights and Indemnification**

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

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

- 9.3 **Indemnification.** The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify

the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.

- 9.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:
- 9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 9.4.2 obtain a license sufficient to allow such use to continue.
- 9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 9.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
10. **Proprietary and Confidential Information**
- 10.1 Proprietary and Confidential Information. It may be necessary for BellSouth and U.S. South, 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, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form

shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

- 10.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.
- 10.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
(a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 10.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 10.5 Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 10.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.
- 10.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

11. Assignments

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

12. Resolution of Disputes

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

13. Taxes

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

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

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

- 13.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 13.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
- 13.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 13.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 13.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

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

fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

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

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

14. Force Majeure

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

15. Adoption of Agreements

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

same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted.

16. Modification of Agreement

- 16.1 If U.S. South 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 U.S. South to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 16.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 16.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of U.S. South or BellSouth to perform any material terms of this Agreement, U.S. South or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.
- 16.4 Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 2 above.

17. Non-waiver of Legal Rights

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

18. Severability

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

19. Waivers

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

20. Governing Law

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

21. Arm's Length Negotiations

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

22. Notices

- 22.1 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

U.S. South
Michael G. Gruenhut
Corporate Counsel
250 Williams Street
Suite M-100
Atlanta, GA 30303
(770) 240-6100

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

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

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

23. Rule of Construction

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

24. Headings of No Force or Effect

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

25. Multiple Counterparts

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

26. Implementation of Agreement

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

27. Filing of Agreement

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

27.2 For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by U.S. South prior to filing of the Agreement. The CLEC Louisiana Certification Number for U.S. South is _____.

28. Compliance with Applicable Law

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

29. Necessary Approvals

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

30. Good Faith Performance

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

31. Nonexclusive Dealings

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

32. Survival

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

33. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them. 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 may include attachments with provisions for the following services:

Network Elements and Other Services
Local Interconnection
Resale
Collocation

The following services are included as options for purchase by U.S. South. U.S. South 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)
LNP Data Base Query Service

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

BellSouth Telecommunications, Inc.

By: *E.A. Shiroishi*
Name: Elizabeth R. A. Shiroishi
Title: Managing Director
Date: 4-5-01

U.S. South Communications, Inc.

By: *Phil Graves*
Name: Phil Graves
Title: Vice President of Strategic Development
Date: 4-5-01

Attachment 1

Resale

TABLE OF CONTENTS

1. DISCOUNT RATES.....	3
2. DEFINITION OF TERMS.....	3
3. GENERAL PROVISIONS.....	3
4. BELLSOUTH'S PROVISION OF SERVICES TO U.S. SOUTH.....	7
5. MAINTENANCE OF SERVICES.....	8
6. ESTABLISHMENT OF SERVICE.....	9
7. PAYMENT AND BILLING ARRANGEMENTS.....	10
8. DISCONTINUANCE OF SERVICE.....	13
9. LINE INFORMATION DATABASE (LIDB).....	14
10. RAO HOSTING.....	14
11. OPTIONAL DAILY USAGE FILE (ODUF).....	15
12. ENHANCED OPTIONAL DAILY USAGE FILE (EODUF).....	15
Exhibit A – Applicable Discounts/OSS Rates.....	16
Exhibit B – Resale Restrictions.....	19
Exhibit C – Line Information Database (LIDB) Storage Agreement.....	20
Exhibit D – Optional Daily Usage File (ODUF).....	25
Exhibit E – Enhanced Option Daily Usage File (EODUF).....	29
Exhibit F – ODUF/EODUF/CMDS Rates.....	Rate Table

RESALE

1. Discount Rates

The discount rates applied to U.S. South purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit A. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

2. Definition of Terms

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

3. General Provisions

- 3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and

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

- 3.2 U.S. South 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 U.S. South must resell services to other End Users.
 - 3.2.2 U.S. South must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.
 - 3.2.3 U.S. South cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.
- 3.3 U.S. South 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 U.S. South for said services.
- 3.4 U.S. South 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 U.S. South. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of U.S. South. 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 U.S. South 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 U.S. South 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 U.S. South to the other Party until such time that the order for service has been completed.

- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 For the purpose of the resale of BellSouth's telecommunications services by U.S. South, BellSouth will provide U.S. South with on line access to telephone numbers for reservation on a first come first served basis. Until December 1, 2000, such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. After December 1, 2000, BellSouth shall provide number reservation pursuant to the appropriate FCC rules and regulations. U.S. South acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that U.S. South cancel its reservations of numbers. U.S. South shall comply with such request.
- 3.8 Further, upon U.S. South's request, and for the purpose of the resale of BellSouth's telecommunications services by U.S. South, BellSouth will reserve up to 100 telephone numbers per CLLIC, for U.S. South's sole use. Until December 1, 2000, such telephone number reservations shall be valid for ninety (90) days from the reservation date. After December 1, 2000, BellSouth shall provide number reservation pursuant to the appropriate FCC rules and regulations. U.S. South 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 U.S. South'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 can refuse service when it has grounds to believe that service will be used in violation of the law.

- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to U.S. South's End Users, pursuant to Section 7 of the General Terms and Conditions.
- 3.13 If U.S. South 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, U.S. South has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to U.S. South remain the property of BellSouth.
- 3.15 White page directory listings for U.S. South End Users will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.16 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, U.S. South shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, upon request by BellSouth U.S. South 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 U.S. South and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 3.17 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from CLECs who utilize the interfaces. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Attachment.
- 3.18 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
 - Call Forward Busy Line ("CF/B")
 - Call Forward Don't Answer ("CF/DA")

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

- 3.19 BellSouth shall provide branding for, or shall unbrand, voice mail services for U.S. South per the Bona Fide Request/New Business Request process as set forth in Section 6 of the General Terms and Conditions.
- 3.20 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.21 In the event U.S. South acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to U.S. South that Special Assembly at the wholesale discount at U.S. South's option. U.S. South shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.22 BellSouth shall provide 911/E911 for U.S. South customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate U.S. South 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 U.S. South customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.23 BellSouth shall bill, and U.S. South shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.
- 3.24 Pursuant to 47 CFR Section 51.617, BellSouth will bill to U.S. South, and U.S. South shall pay, End User common line charges identical to the End User common line charges BellSouth bills its End Users.

4. BellSouth's Provision of Services to U.S. South

4.1 Resale of BellSouth services shall be as follows:

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

4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access

services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

- 4.1.3 BellSouth reserves the right to periodically audit services purchased by U.S. South to establish authenticity of use. Such audit shall not occur more than once in a calendar year. U.S. South 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 U.S. South for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.
- 4.2 Subject to Exhibit B hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.
- 4.3 U.S. South may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

5. Maintenance of Services

- 5.1 U.S. South will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding regarding maintenance of service. The BellSouth Operational Understanding can be accessed via the internet @ <http://www.interconnection.bellsouth.com>.
- 5.2 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.3 U.S. South or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.4 U.S. South accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.5 U.S. South will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.6 For all repair requests, U.S. South shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

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

5.8 BellSouth reserves the right to contact U.S. South's End Users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, U.S. South will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for U.S. South's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, as described in Section 6.6 below, BellSouth will begin taking orders for the resale of service.

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

6.3 U.S. South shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that U.S. South 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 U.S. South's End User customer. U.S. South must, however, be able to demonstrate End User authorization upon request.

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

6.5 If BellSouth is informed that an unauthorized change in local service to U.S. South has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess U.S. South as the CLEC initiating the alleged unauthorized change, the unauthorized change charge described in FCC 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 U.S. South. 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 U.S. South.

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

6.6.1 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.

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

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

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

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

6.6.6 In the event service to U.S. South is terminated due to U.S. South's default on its account, any security deposits held will be applied to U.S. South's account.

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

7. Payment And Billing Arrangements

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

7.2 BellSouth shall bill U.S. South on a current basis all applicable charges and credits.

- 7.3 Payment of all charges will be the responsibility of U.S. South. U.S. South shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by U.S. South from U.S. South's End User. BellSouth will not become involved in billing disputes that may arise between U.S. South and its End User. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an End User's account.
- 7.4 BellSouth will render bills each month on established bill days for each of U.S. South's accounts.
- 7.5 BellSouth will bill U.S. South 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 U.S. South, and U.S. South will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees.
- 7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in section 7.8 following, shall apply.
- 7.6.2 If U.S. South requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to U.S. South.
- 7.6.3 Billing Disputes
- 7.6.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:
- 7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective

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

- 7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.
- 7.6.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.
- 7.7 Upon proof of tax exempt certification from U.S. South, the total amount billed to U.S. South will not include any taxes due from the End User to reflect the tax exempt certification and local tax laws. U.S. South will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to U.S. South's End User.
- 7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff or Section B2 of the Private Line Service Tariff, as applicable. U.S. South will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.
- 7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.
- 7.10 BellSouth will not perform billing and collection services for U.S. South as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

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

8. Discontinuance of Service

- 8.1 The procedures for discontinuing service to an End User are as follows:
- 8.1.1 BellSouth will deny service to U.S. South's End User on behalf of, and at the request of, U.S. South. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of U.S. South.
- 8.1.2 At the request of U.S. South, BellSouth will disconnect a U.S. South End User customer.
- 8.1.3 All requests by U.S. South for denial or disconnection of an End User for nonpayment must be in writing.
- 8.1.4 U.S. South will be made solely responsible for notifying the End User of the proposed disconnection of the service.
- 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise U.S. South 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 U.S. South and/or the End User against any claim, loss or damage arising from providing this information to U.S. South. It is the responsibility of U.S. South to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)
- 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an End User or an End User's CLEC at the same address served by the denied facility.
- 8.2 The procedures for discontinuing service to U.S. South are as follows:
- 8.2.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by U.S. South of the rules and regulations of BellSouth's Tariffs.

- 8.2.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to U.S. South, 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 U.S. South to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to U.S. South, if payment is not received by the thirtieth day following the date of the notice.
- 8.2.3 In the case of such discontinuance, all billed charges as well as applicable termination charges shall become due.
- 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and U.S. South's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to U.S. South without further notice.
- 8.2.5 Upon discontinuance of service on a U.S. South's account, service to U.S. South's End Users will be denied. BellSouth will also reestablish service at the request of the End User or U.S. South upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. U.S. South is solely responsible for notifying the End User of the proposed disconnection of the service.
- 8.2.6 If within fifteen days after an End User's service has been denied no contact has been made in reference to restoring service, the End User's service will be disconnected.
- 9. Line Information Database (LIDB)**
- 9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.
- 9.2 BellSouth will provide LIDB Storage upon written request to U.S. South's Account Manager stating a requested activation date.
- 10. RAO Hosting**
- 10.1 RAO Hosting is not required for resale in the BellSouth region.

11. Optional Daily Usage File (ODUF)

- 11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for ODUF are as set forth in Exhibit F of this Attachment.
- 11.2 BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.

12. Enhanced Optional Daily Usage File (EODUF)

- 12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for EODUF are as set forth in Exhibit F of this Attachment.
- 12.2 BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by U.S. South for the purposes of resale to U.S. South End Users shall be available at the following discount off of the retail rate. If U.S. South 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*

<u>STATE</u>	<u>RESIDENCE</u>	<u>BUSINESS</u>	<u>CSAs***</u>
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 U.S. South provides its own operator services and directory services, the discount shall be 21.56%. U.S. South must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

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

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

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

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

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

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	<u>Electronic</u> Per LSR received from the CLEC by one of the OSS interactive interfaces	<u>Manual</u> Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS LSR Charge	\$3.50	\$19.99
USOC	SOMECH	SOMAN

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

Denial/Restoral OSS Charge

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

Cancellation OSS Charge

U.S. South will incur an OSS charge for an accepted LSR that is later canceled by U.S. South.

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

Threshold Billing Plan

U.S. South will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

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

The threshold plan will be discontinued in 2002.

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

Exclusions and Limitations On Services Available for Resale

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	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	Yes
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	Yes	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 U.S. South and pursuant to which BellSouth, its LIDB customers and U.S. South shall have access to such information. U.S. South 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 U.S. South, 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 U.S. South'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 U.S. South of fraud alerts so that U.S. South may take action it deems appropriate. U.S. South understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by U.S. South pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to U.S. South 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.

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

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

II. FEES FOR SERVICE AND TAXES

- A. U.S. South will not be charged a fee for storage services provided by BellSouth to U.S. South, 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 U.S. South 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 U.S. South 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 U.S. South'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 U.S. South, 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 U.S. South.

- 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 U.S. South.

III. RESPONSIBILITIES OF PARTIES

- A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. U.S. South 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 U.S. South. BellSouth will not issue line-based calling cards in the name of U.S. South's individual End Users. In the event that U.S. South wants to include calling card numbers assigned by U.S. South 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 U.S. South 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 U.S. South, BellSouth will provide the Optional Daily Usage File (ODUF) service to U.S. South pursuant to the terms and conditions set forth in this section.
2. U.S. South 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 U.S. South customer.

Charges for delivery of the Optional Daily Usage File will appear on U.S. South's monthly bills. The charges are as set forth in Exhibit F to this Attachment.

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

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

- WATS and 800 Service
 - N11
 - Information Service Provider Messages
 - Operator Services Messages
 - Operator Services Message Attempted Calls (UNE only)
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service
- 6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to U.S. South.
- 6.1.4 In the event that U.S. South detects a duplicate on Optional Daily Usage File they receive from BellSouth, U.S. South will drop the duplicate message (U.S. South will not return the duplicate to BellSouth).
- 6.2 Physical File Characteristics
- 6.2.1 The Optional Daily Usage File will be distributed to U.S. South 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 U.S. South for the purpose of data transmission. Where a dedicated line is required, U.S. South will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. U.S. South 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 U.S. South. Additionally, all message toll charges associated with the use of the dial circuit by U.S. South will be the responsibility of U.S. South. 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 U.S. South end for the purpose of data transmission will be the responsibility of U.S. South.

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

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

6.5 Control Data

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

6.6 Testing

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

making test calls for the types of services U.S. South requests on the Optional Daily Usage File. These test calls are logged by U.S. South, 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 U.S. South, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to U.S. South 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. U.S. South 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 U.S. South's monthly bills. The charges are as set forth in Exhibit F to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of U.S. South will be the responsibility of U.S. South. If, however, U.S. South should encounter significant volumes of errored messages that prevent processing by U.S. South within its systems, BellSouth will work with U.S. South 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 U.S. South:

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

BELLSOUTH U.S. South RATES
ODUF/EDUF

Attachment 1
 Exhibit F
 Rates - Page 1

DESCRIPTION	RATES BY STATE											
	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN		
ODUF: Recording, per message	N/A	\$0.002	\$0.008	\$0.001275	\$0.006811	\$0.0019	\$0.001179	\$0.003	\$0.00282	\$0.008		
ODUF: Message Processing, per message	N/A	\$0.0033	\$0.004	\$0.008248	\$0.003267	\$0.0024	\$0.0032069	\$0.0032	\$0.003244	\$0.004		
EDUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.0034555	\$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	\$35.68	\$47.30	\$54.82	\$54.61	\$54.72	\$54.95		
ODUF: Data Transmission (CONNECT/DIRECT), per message	N/A	\$0.0004	\$0.001	\$0.000494	\$0.000365	\$0.0003	\$0.000394	\$0.0004	\$0.000357	\$0.001		
* Volume and term arrangements are also available.												

NOTES:

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

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. UNBUNDLED LOOPS, INTEGRATED DIGITAL LOOP CARRIERS, NETWORK INTERFACES DEVICE, UNBUNDLED LOOP CONCENTRATION (ULC) SYSTEM, SUB LOOPS AND DARK FIBER	4
3. HIGH FREQUENCY SPECTRUM NETWORK ELEMENT.....	24
4. SWITCHING.....	28
5. UNBUNDLED NETWORK ELEMENT COMBINATIONS.....	37
6. TRANSPORT, CHANNELIZATION AND DARK FIBER.....	44
7. BELLSOUTH SWA 8XX TOLL FREE DIALING TEN DIGIT SCREENING SERVICE	51
8. LINE INFORMATION DATABASE (LIDB).....	52
9. SIGNALING.....	55
10. OPERATOR CALL PROCESSING, INWARD OPERATOR SERVICES AND DIRECTORY ASSISTANCE SERVICES	63
11. CALLING NAME (CNAM) DATABASE SERVICE	69
12. BASIC 911 AND E911	71
13. TRUE-UP.....	72
LIDB Storage Agreement	Exhibit A
CNAM Database Service	Exhibit B
Rates	Exhibit C

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 U.S. South 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 Agreement.
 - 1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements are consistent with the requirements of the FCC 51.319 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 U.S. South to offer telecommunications service in the manner U.S. South intends.
 - 1.2.2 Except upon request by U.S. South, 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 U.S. South, and to the extent technically feasible, provide to U.S. South access to its network elements for the provision of U.S. South's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
 - 1.4 U.S. South may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner U.S. South chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by U.S. South for combining to the designated U.S.

South 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 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

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

- 1.7 U.S. South will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding regarding maintenance 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 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.

- 1.9 **Rates**

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

- 1.10 **Operational Support Systems (OSS)**

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

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

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

2.1 **Unbundled Loops**

2.1.1 Definition

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

2.1.3 The provisioning of service to a CLEC'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.

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

2.1.5 "Order Coordination" refers to standard BellSouth service order coordination involving the reuse of facilities for SL2 voice loops and all digital loops, where U.S. South 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 U.S. South will be advised.

2.1.6 "Order Coordination - Time Specific" refers to service order coordination in which U.S. South requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. U.S. South may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If U.S. South 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.

	Order Coordination	Order Coordination – Time Specific	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1	Not available	Not available	Not available	Chargeable Option	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.

- 2.1.7 Where facilities are available, BellSouth will install loops in compliance with BellSouth's Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of 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 U.S. South, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply. If U.S. South 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 No. 1 Tariff, Section 5.
- 2.1.8 If U.S. South modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by U.S. South.
- 2.1.9 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).
- 2.1.10 SL1 loops will be non-designed, will not have test points, and will not come with any OCor engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in

the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If U.S. South requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

- 2.1.11 SL2 loops shall have test points, will be designed with a design layout record provided to U.S. South, and will be provided with OC. The OC feature will allow U.S. South to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

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

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

Instead, BellSouth agrees to offer the Universal Digital Channel (UDC), which may also be referred to as an IDSL-capable loop as a part of its Unbundled Digital Loop offerings. The UDC loop is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

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

- 2.1.13 As a chargeable option on all loops except UVL-SL1, Universal Digital Channel (UDC) and Unbundled Copper Loop (UCL), BellSouth will offer OC-TS. This will allow U.S. South the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

- 2.1.14 In addition to the UVLs and UDLs, BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL will be a copper twisted pair loop that is

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

- 2.1.15 The UCL is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC will be offered as a chargeable option on all UCL loops. OC is required on UCLs where a reuse of existing facilities has been requested by U.S. South. Order Coordination - Time Specific (OC-TS) will not be offered on UCLs.
- 2.1.16 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. U.S. South may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of U.S. South's choosing. U.S. South will determine the type of service that will be provided over the loop.
- 2.1.17 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, U.S. South agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.
- 2.1.18 The UCL loop shall be provided to U.S. South in accordance with BellSouth's Technical Reference 73600.
- 2.1.19 U.S. South will be responsible for testing and isolating troubles on the loops. Once U.S. South has isolated a trouble to the BellSouth provided loop, U.S. South will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.
- 2.1.20 If U.S. South reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge U.S. South for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

- 2.1.21 If U.S. South reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge U.S. South for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.22 Technical Requirements
- 2.1.22.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). If a requested loop type is not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet U.S. South's request.
- 2.1.22.2 U.S. South will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.1.22.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.2 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by U.S. South will be consistent with industry standards and BellSouth's TR73600.
- 2.1.22.4 U.S. South 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 U.S. South 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 U.S. South using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.
- 2.1.22.5 In some instances, U.S. South will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that U.S. South can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. U.S. South will determine the type of service that will be provided over the loop. In some cases, U.S. South 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.
- 2.1.22.6 In those cases where U.S. South has requested that BellSouth modify a loop so that it no longer meets the technical parameters of the original loop type (e.g.,

voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL.

- 2.1.22.7 The loop shall be provided to U.S. South 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 U.S. South, whether or not BellSouth offers advanced services to the End User on that loop.

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

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

- 2.2.4 BellSouth shall recover the cost of line conditioning requested by U.S. South through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to Section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e).

2.3 **Integrated Digital Loop Carriers**

- 2.3.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit U.S. South to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide U.S. South 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. U.S. South will then have the option of paying the SC rates to place the loop facilities or U.S. South 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 U.S. South to connect U.S. South'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), U.S. South may access the end user's wire by any of the following means: BellSouth shall allow U.S. South to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. It is the responsibility of U.S. South to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID.
 - 2.4.3.2 Where an adequate length of the end user's inside wire is present and environmental conditions permit, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or
 - 2.4.3.3 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized 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., U.S. South, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
 - 2.4.3.5 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. 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. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally-recognized-testing-laboratory-listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored. If CLEC does not wish to accept these responsibilities, other options exist in which BellSouth installs a NID for the CLEC as a chargeable option.

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

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

2.4.3.8 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with U.S. South 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 U.S. South'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. U.S. South may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8. When U.S. South deploys its own local loops with respect to multiple-line termination devices, U.S. South shall specify the quantity of NIDs connections that it requires within such device.

2.4.5 Interface Requirements

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

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

2.5.1 BellSouth will provide to U.S. South 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 U.S. South at U.S. South'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) and Unbundled Sub-loop Concentration (USLC) System. BellSouth shall provide non-discriminatory access, in accordance with FCC Rule 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.

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

2.6.2.1 Unbundled Sub-Loop Distribution;

2.6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and

2.6.2.3 Unbundled 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 U.S. South requests a UCSL and a non-loaded pair is not available, U.S. South 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. U.S. South 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, U.S. South would be required to deliver a cable to the BellSouth remote terminal or cross-box in the field to provide continuity to U.S. South's feeder facilities. This cable would be connected, by a BellSouth technician, within the BellSouth RT/cross-box during the set-up process. U.S. South'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 subscriber's 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 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 U.S. South's use on this cross-connect panel. U.S. South will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

- 2.7.5 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where U.S. South 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 Section 2.7) to accommodate U.S. South's request for Unbundled Sub-Loops, U.S. South may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. U.S. South will have the option of paying the SC charges to modify the BellSouth facilities.
- 2.7.6 Set-up work must be completed before U.S. South 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). Order Coordination is required with USL pair provisioning when U.S. South requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by U.S. South 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.
- 2.8 **Unbundled Network Terminating Wire (UNTW)**
- 2.8.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to U.S. South 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 notice from the Requesting Party to the Provisioning Party that the Requesting Party desires 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 Access Terminal installation, location and addresses of the Access Terminals and to discuss an estimated completion date. Upon completion of site visit, the Requesting Party will submit a Service Inquiry (SI) to the person or organization designated by the Provisioning Party to receive the SI. The SI will initiate the work for the Provisioning Party to begin the Access Terminal installation. In multi-tenant unit (MTU) 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 MTU. All the UNTW pairs served by a Garden Terminal/Wiring Closet will be made available on the Access Terminals. 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). U.S.

South 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 U.S. South with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into U.S. South'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 U.S. South's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of U.S. South'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 U.S. South would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth RT. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow U.S. South'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 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 and 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 U.S. South's loop distribution elements onto BellSouth's feeder system.
 - 2.10.5 Requirements
 - 2.10.5.1 U.S. South 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 U.S. South. U.S. South 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.
- 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 U.S. South.
- 2.11.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at U.S. South's request subject to time and materials charges.
- 2.11.2.3 U.S. South may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 2.11.2.4 BellSouth shall use its best efforts to provide to U.S. South 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 U.S. South ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to one hundred and twenty (120) days after Confirmation, BellSouth shall hold such requested Dark Fiber for U.S. South's use and may not allow any other Party to use such media, including BellSouth. If a Dark Fiber firm order is not received within the one hundred and twenty day period, the fiber will revert to BellSouth's Dark Fiber inventory.
- 2.11.2.5 BellSouth shall use its best efforts to make Dark Fiber available to U.S. South within thirty (30) business days after it receives written confirmation from U.S. South that the Dark Fiber previously deemed available by BellSouth is wanted for use by U.S. South. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable U.S. South to connect or splice U.S. South 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 U.S. South may splice and test Dark Fiber obtained from BellSouth using U.S. South or U.S. South 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 U.S. South 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 U.S. South 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 SOMECH	\$3.50 SOMECH
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 U.S. South 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 U.S. South will incur an OSS charge for an accepted LSR that is later canceled by U.S. South.

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 U.S. South loop makeup (LMU) data for BellSouth's network facilities. This section addresses LMU as a *preordering* transaction, distinct from U.S. South 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 U.S. South with loop makeup information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; the loop length; and the wire gauge. The LMUSI may be utilized by U.S. South 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 U.S. South 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 U.S. South as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

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

2.14.2 Submitting Loop Makeup Service Inquiries

2.14.2.1 U.S. South 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 U.S. South determines that it needs further loop data information in order to make a determination of loop service capability, U.S. South may initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 2.14.3. Mechanized LMU has been made available for limited deployment to those CLECs that have effective X-Digital Subscriber Line (xDSL) Beta Test Agreements in place with BellSouth. CLECs will be notified once a successful Beta Test has been completed, and mechanized LMU shall then be available to U.S. South.

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 and Associated Charges

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

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

2.14.3.2 U.S. South may reserve facilities for up to four (4) days in connection with a LMUSI. Reserved facilities for which U.S. South does not plan to place a UNE local service request (LSR) should be cancelled by U.S. South. Should U.S. South 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 U.S. South for the facility queried. During this holding time and prior to U.S. South's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, BellSouth does not guarantee that a reservation will assure U.S. South's ability to order the exact facility reserved.

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

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

2.14.4 Ordering of Other UNE Services

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

2.14.4.2 Where U.S. South submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to U.S. South 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 U.S. South. For those occasions when BellSouth cannot assign the specific facility reserved by U.S. South during the LMU pre-ordering transaction, due to incomplete or incorrect information provided by U.S. South during the ordering process, BellSouth will assign to U.S. South, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by U.S. South. If the ordered loop type is not available, U.S. South may utilize the Unbundled Loop

Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

2.15 Rates

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

2.16 Operational Support Systems (OSS)

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

3. High Frequency Spectrum Network Element

3.1 General

3.1.1 BellSouth shall provide U.S. South 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 U.S. South 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 U.S. South the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 CFR Section 51.230, including, but not limited to, ADSL, HDSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. 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. U.S. South shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. U.S. South shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

- 3.1.3 The following loop requirements are necessary for U.S. South 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 U.S. South access to the Unbundled Loop Modification (Line Conditioning), in accordance with Section 2.2 of this Agreement. BellSouth is not required to condition a loop for access to the high frequency spectrum if conditioning of that loop significantly degrades BellSouth's voice service. If U.S. South requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, U.S. South shall pay for the loop to be restored to its original state.
- 3.1.4 U.S. South's termination point is the point of termination for U.S. South on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect U.S. South's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to U.S. South's xDSL equipment in U.S. South's collocation space.
- 3.1.5 U.S. South 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 U.S. South with access to the High Frequency Spectrum as follows:
- 3.2.1.1 BellSouth will install splitters within forty-two (42) calendar days of U.S. South'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 U.S. South in a central office, U.S. South 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 U.S. South shall pay the SOMAN and SOMECH charges as described in Section 2.13 of this Agreement when U.S. South 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 U.S. South access to data ports on the splitter. At least 30 days before making a change in splitter suppliers, BellSouth will provide U.S. South with a

carrier notification letter, informing U.S. South of change. U.S. South 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 U.S. South collocation area, if possible; or (ii) in a BellSouth relay rack as close to the U.S. South 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 U.S. South DS0 at such time that a U.S. South end user's service is established.

3.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and U.S. South desires to continue providing xDSL service on such loop, U.S. South shall be required to purchase a full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and U.S. South desires to continue providing xDSL service on such loop, U.S. South shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. To the extent commercially practicable, BellSouth shall give U.S. South notice in a reasonable time prior to disconnect, which notice shall give U.S. South 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 U.S. South purchases the full stand-alone loop, U.S. South may elect the type of loop it will purchase. U.S. South will pay the appropriate recurring and non-recurring rates for such loop as set forth in Exhibit C to this Attachment. In the event U.S. South purchases a voice grade loop, U.S. South acknowledges that such loop may not remain xDSL compatible.

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

3.3 Ordering

3.3.1 To order High Frequency Spectrum on a particular loop, U.S. South must have a DSLAM collocated in the central office that serves the end-user of such loop. U.S. South 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 U.S. South to order splitter ports in increments of 24 ports.

3.3.2.1 BellSouth will provide U.S. South 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 U.S. South 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 U.S. South 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 U.S. South 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 U.S. South access to the Preordering Loop Makeup (LMU), in accordance with Section 2.14 of this Agreement. BellSouth shall bill and U.S. South shall pay the rates for such services, as described in Exhibit C.
- 3.4 Maintenance and Repair
- 3.4.1 U.S. South shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. U.S. South may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 3.4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point of demarcation in the central office. U.S. South will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.4.3 U.S. South shall inform its end users to direct data problems to U.S. South, 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 U.S. South'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 U.S. South and allow twenty-four (24) hours to cure the trouble. If U.S. South fails to resolve the

trouble, BellSouth may discontinue U.S. South's access to the High Frequency Spectrum on such loop.

3.5 Rates

The prices that U.S. South shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If U.S. South 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 U.S. South for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to U.S. South for the provision of a telecommunications service only in the limited circumstance described below in Section 4.4.

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

4.1.3 Local Circuit Switching Capability, including Tandem Switching Capability

4.1.3.1 Definition

Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic

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

- 4.1.3.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for U.S. South when U.S. South serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
- 4.1.3.3 In the event that U.S. South orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more 2-wire voice-grade loops from a BellSouth central office in an MSA listed above, BellSouth shall charge U.S. South the market based rate in Exhibit C for use of the local circuit switching functionality for the affected facilities.
- 4.1.3.4 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by U.S. South. Any features that are not currently then capable but are technically feasible through the switch can be requested through the NBR/BFR process.
- 4.1.3.5 BellSouth will provide to U.S. South 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 U.S. South's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by U.S. South. U.S. South customers may use the same dialing arrangements as BellSouth customers.
- 4.1.3.6 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
- 4.1.3.7 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.

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

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.

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 U.S. South will be made pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.

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

4.1.4.6 BellSouth shall activate service for U.S. South customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to U.S. South'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 U.S. South, upon a reasonable request from U.S. South. U.S. South 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 U.S. South 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 U.S. South customer line the class of service designated by U.S. South (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from U.S. South customers to U.S. South directory assistance operators at U.S. South's option.
- 4.1.4.18 Where capacity exists, BellSouth shall assign each U.S. South customer line the class of services designated by U.S. South (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from U.S. South customers to U.S. South operators at U.S. South's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to U.S. South 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 U.S. South;
 - 4.1.6.2 Interface to U.S. South operator services systems or Operator Services through appropriate trunk interconnections for the system; and
 - 4.1.6.3 Interface to U.S. South Directory Assistance Services through the U.S. South switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other U.S. South required access to interexchange carriers as requested through appropriate trunk interfaces.
- 4.2 **Tandem Switching**
- 4.2.1 Definition

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

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

- 4.2.2.1 Tandem Switching shall provide signaling to establish a tandem connection;
- 4.2.2.2 Tandem Switching will provide screening as jointly agreed to by U.S. South 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 U.S. South;
- 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, IXC's, ICO's, CAP's and CLEC switches.
- 4.2.4 Tandem Switching shall provide local tandemming functionality between two end offices including two offices belonging to different CLECs (e.g., between a CLEC end office and the end office of another CLEC).
- 4.2.5 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 4.2.6 Tandem Switching shall record billable events and send them to the area billing centers designated by U.S. South. Tandem Switching will provide recording of all billable events as jointly agreed to by U.S. South and BellSouth.
- 4.2.7 Upon a reasonable request from U.S. South, 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 U.S. South.

- 4.2.8 BellSouth shall maintain U.S. South'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 U.S. South and BellSouth.
- 4.2.11 Tandem Switching shall process originating toll-free traffic received from U.S. South'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 U.S. South's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At U.S. South'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 U.S. South's traffic overflowing from direct end office high usage trunk groups.
- 4.2.13.6 Tandem Switching shall be equal to or better than the requirements for Tandem Switching set forth in the applicable technical references.
- 4.3 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**
- 4.3.1 BellSouth will provide AIN Selective Carrier Routing at the request of U.S. South. AIN Selective Carrier Routing will provide U.S. South 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 U.S. South 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 U.S. South, the routing of U.S. South's end user calls shall be pursuant to information provided by U.S. South 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, U.S. South 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 U.S. South 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. U.S. South shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit C of this Attachment.
- 4.3.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.
- 4.3.7 The non-recurring End Office Establishment Charge will be billed to the client following BellSouth's normal monthly billing cycle for this type of order.

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

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

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

4.4 **Packet Switching Capability**

4.4.1 Definition

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

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

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

4.4.2.2 There are no spare copper loops capable of supporting the xDSL services U.S. South seeks to offer;

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

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

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

4.5 **Interoffice Transmission Facilities**

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

4.6 **Rates**

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

4.7 **Operational Support Systems (OSS)**

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

5. **Unbundled Network Element Combinations**

5.1. Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs); 2) UNE Loops/Special Access Combinations; 3) Loop/Port Combinations; 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. **Enhanced Extended Links (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 U.S. South's POP serving wire center. The circuit must be connected to U.S. South's switch for the purpose of provisioning telephone exchange service to U.S. South's end-user customers. The EEL will be connected to U.S. South's facilities in U.S. South's collocation space at the POP SWC, or U.S. South may purchase BellSouth's access facilities between U.S. South's POP and U.S. South's collocation space at the POP SWC.

5.3.3 BellSouth shall provide EEL combinations to U.S. South in Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to U.S. South 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 U.S. South in density Zone 1, as defined in 47 CFR 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 U.S. South 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 U.S. South 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 U.S. South may not convert special access services to combinations of loop and transport network elements, whether or not U.S. South self-provides its entrance facilities (or obtains entrance facilities from a third party), unless U.S. South 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 U.S. South requests to convert any special access services to combinations of loop and transport network elements at UNE prices, U.S. South shall provide to BellSouth a letter certifying that U.S. South 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 U.S. South seeks to qualify for conversion of special access circuits. U.S. South 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 U.S. South certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at U.S. South'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, U.S. South is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. U.S. South 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 U.S. South 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 U.S. South'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 U.S. South 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. U.S. South 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 U.S. South 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, U.S. South 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 U.S. South'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 U.S. South 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 U.S. South 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, U.S. South shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that U.S. South 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 U.S. South.
- 5.3.7.4 U.S. South may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.
- 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 Attachment.
- 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 U.S. South 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, U.S. South, at its option, can request that such rates be determined pursuant to the BFR/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 U.S. South, 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 U.S. South, 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 U.S. South 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, U.S. South, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.
- 5.4.2.2 All Other States
- 5.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.
- 5.5 **UNE/Special Access Combinations**
- 5.5.1 Additionally, BellSouth shall make available to U.S. South a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent U.S. South 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 U.S. South's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.6.3 below, that are Currently Combined in BellSouth's network except as specified in Sections 5.6.1.1 and 5.6.1.2 below.
- 5.6.1.1 BellSouth shall not provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
- 5.6.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans,

LA, MSAs to U.S. South if U.S. South's customer has 4 or more DS0 equivalent lines.

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

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

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

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

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

5.6.3 Combination Offerings

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

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

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

- 5.6.3.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7 **Rates**

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

5.8 **Operational Support Systems (OSS)**

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

6. **Transport, Channelization and Dark Fiber**

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

6.1 **Transport**

6.1.1 Interoffice transmission facility network elements include:

- 6.1.1.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and U.S. South.
- 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 U.S. South 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 U.S. South could use to provide telecommunications services;
 - 6.2.3 Permit, to the extent technically feasible, U.S. South to connect such interoffice facilities to equipment designated by U.S. South, including but not limited to, U.S. South's collocated facilities; and
 - 6.2.4 Permit, to the extent technically feasible, U.S. South to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.
- 6.3 **Common (Shared) Transport**
- 6.3.1 Definition of Common (Shared) Transport
 - 6.3.1.1 Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport.
 - 6.3.2 Technical Requirements of Common (Shared) Transport
 - 6.3.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.
 - 6.3.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.
 - 6.3.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
 - 6.3.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standard technical references.

6.4 **Dedicated Transport**

6.4.1 Definitions

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

6.4.3 Unbundled Local Channel

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

6.4.5 Unbundled Interoffice Channel.

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

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

6.4.7.1 As capacity on a shared UNE facility.

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

6.4.8 When Dedicated Transport is provided it shall include:

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

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

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

6.4.10 Technical Requirements

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

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

- 6.4.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.
- 6.4.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
- 6.4.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 6.4.10.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 6.4.10.6.1 DS0 Equivalent;
 - 6.4.10.6.2 DS1;
 - 6.4.10.6.3 DS3;
 - 6.4.10.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
 - 6.4.10.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by U.S. South.
- 6.4.11 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
 - 6.4.11.1 BellSouth Technical References:
 - 6.4.11.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
 - 6.4.11.3 TR 73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995.
 - 6.4.11.4 TR 73525 MegaLink® Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
 - 6.4.12 Provided that the facility is used to transport a significant amount of local exchange services U.S. South 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, U.S. South can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).

6.5.3 Channelization capabilities will be as follows:

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

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

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

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

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

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

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

6.5.8 Technical Requirements

- 6.5.8.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.
- 6.5.8.2 DS0 to DS1 Channelization
- 6.5.8.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions. DS0 to DS1 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73525, MegaLink® Service, MegaLink® Channel Service, MegaLink® Plus Service, and MegaLink® Light Service Interface and Performance Specification.
- 6.5.8.3 DS1 to DS3 Channelization
- 6.5.8.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. DS1 to DS3 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73501, LightGate® Service Interface and Performance Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.
- 6.5.8.4 DS1 to STS Channelization
- 6.5.8.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings. DS1 to STS Channelization requirements are essentially the same as defined in BellSouth Technical Reference TR 73501, LightGate® Service Interface and Performance Specifications.
- 6.6 **Dark Fiber**
- 6.6.1 Definition
- 6.6.2 Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available.
- 6.6.3 Requirements

- 6.6.3.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year period, there is no requirement to provide said fiber to U.S. South.
- 6.6.3.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at U.S. South's request subject to time and materials charges.
- 6.6.3.3 U.S. South 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 U.S. South 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 U.S. South ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to one hundred and twenty (120) days after Confirmation, BellSouth shall hold such requested Dark Fiber for U.S. South's use and may not allow any other Party to use such media, including BellSouth. If a Dark Fiber firm order is not received within the one hundred and twenty day period, the Dark Fiber will revert to BellSouth's Dark Fiber inventory.
- 6.6.3.5 BellSouth shall use its best efforts to make Dark Fiber available to U.S. South within thirty (30) business days after it receives written confirmation from U.S. South that the Dark Fiber previously deemed available by BellSouth is wanted for use by U.S. South. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable U.S. South to connect or splice U.S. South 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 U.S. South may splice and test Dark Fiber obtained from BellSouth using U.S. South or U.S. South designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

6.7 Rates

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

6.8 **Operational Support Systems (OSS)**

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

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

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

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

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

7.1.2 Technical Requirements

7.1.2.1 BellSouth shall provide U.S. South 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 U.S. South.

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

7.1.2.3.1 Network Management;

7.1.2.3.2 Customer Sample Collection; and

7.1.2.3.3 Service Maintenance.

7.2

Rates

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

7.3

Operational Support Systems (OSS)

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

8

Line Information Database (LIDB)

8.1

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

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 U.S. South any additional capabilities that are developed for LIDB during the life of this Agreement.

8.2.4.1

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

8.2.4.11 BellSouth shall prevent any access to or use of U.S. South 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 U.S. South in writing.

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

8.2.4.13 BellSouth shall accept queries to LIDB associated with U.S. South 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 U.S. South shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If U.S. South purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

8.4 **Operational Support Systems (OSS)**

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

9. Signaling

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

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

9.3 Signaling Link Transport

9.3.1 Definition Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (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 U.S. South 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 a U.S. South 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 U.S. South local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 9.4.2.4 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.4.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a U.S. South 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 U.S. South database, then U.S. South agrees to provide BellSouth with the Destination Point Code for the U.S. South database.
- 9.4.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
- 9.4.2.6.1 MTP Routing Verification Test (MRVT); and
- 9.4.2.6.2 SCCP Routing Verification Test (SRVT).
- 9.4.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a U.S. South 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 U.S. South 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 U.S. South, 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 U.S. South SS7 network to exchange TCAP queries and responses with a U.S. South SCP.
- 9.4.2.9.2 SS7 AIN Access shall provide U.S. South SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and U.S. South 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 U.S. South 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 U.S. South or U.S. South-designated local switching systems or STPs to the BellSouth SS7 network:
 - 9.4.3.1.1 An A-link interface from U.S. South local switching systems; and,
 - 9.4.3.1.2 A B-link interface from U.S. South 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 U.S. South local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and U.S. South 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 U.S. South 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 U.S. South local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the U.S. South 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 U.S. South local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the U.S. South 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 U.S. South from any signaling point or network interconnected through BellSouth's SS7 network where the U.S. South 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 U.S. South in accordance with the following requirements.

- 9.5.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 9.5.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 9.5.3.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

9.5.4 Database Availability

- 9.5.4.1 Call processing databases shall have a maximum unscheduled unavailability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.
- 9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for U.S. South 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 U.S. South local Signaling Transfer Point Switches (STP) and U.S. South 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), U.S. South 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 U.S. South or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 9.7.5 If traffic is routed based on dialed or translated digits between a U.S. South 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 U.S. South local STPs and BellSouth or other third-party local switch.
- 9.7.6 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 9.7.7 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
- 9.7.7.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 9.7.7.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 9.7.7.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.7.8 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a U.S. South local or tandem switching system, SS7 Network Interconnection

- shall include intermediate GTT of messages to a gateway pair of U.S. South 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 U.S. South or U.S. South-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
- 9.7.13.1.1 A-link interface from U.S. South local or tandem switching systems; and
- 9.7.13.1.2 B-link interface from U.S. South 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 U.S. South local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and U.S. South 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 U.S. South 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 U.S. South local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the U.S. South 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 U.S. South shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If U.S. South purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.
- 9.9 **Operational Support Systems (OSS)**
- The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.
10. **Operator Call Processing, Inward Operator Services and Directory Assistance Services**
- 10.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision 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 U.S. South 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 U.S. South end user's calling card that can be validated by BellSouth.
 - 10.3.2.1.4 BellSouth shall complete person-to-person calls.
 - 10.3.2.1.5 BellSouth shall complete collect calls.
 - 10.3.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.
 - 10.3.2.1.7 BellSouth shall complete station-to-station calls.
 - 10.3.2.1.8 BellSouth shall process emergency calls.
 - 10.3.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
 - 10.3.2.1.10 BellSouth shall process emergency call trace, as it does for its own end users prior to the Effective Date. Call must originate from a 911 provider.
 - 10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
 - 10.3.2.1.12 BellSouth shall adhere to equal access requirements, providing U.S. South 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 U.S. South 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 U.S. South.
 - 10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to U.S. South 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 U.S. South, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.
- 10.4 **Directory Assistance Service**
- 10.4.1 Definition. Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 10.4.2 Requirements
- 10.4.3 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by U.S. South'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, U.S. South may request such requirement pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.
- 10.4.4 Directory Assistance Service Updates
- 10.4.4.1 BellSouth shall update end user listings changes daily. These changes include:
- 10.4.4.1.1 New end user connections: BellSouth will provide service to U.S. South 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 U.S. South 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 U.S. South 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 U.S. South 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 U.S. South to have its calls custom branded with U.S. South'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 U.S. South 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 U.S. South 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 U.S. South to order selective routing for each originating BellSouth end office identified by U.S. South. Rates for Selective Routing are set forth in this Attachment.
- 10.4.6.3 Custom Branding and Self Branding require U.S. South to order dedicated trunking from each BellSouth end office identified by U.S. South, to either the BellSouth Traffic Operator Position System (TOPS) or U.S. South 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 U.S. South 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 U.S. South to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, Interactive Voice Subsystem (IVS) and Network Applications Vehicle (NAV) equipment for which U.S. South 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 U.S. South 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. U.S. South end users may use the same dialing arrangements as BellSouth end users, but obtain a U.S. South 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 U.S. South 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)). U.S. South agrees that DADS will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, U.S. South agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, U.S. South authorizes the inclusion of U.S. South Directory Assistance listings in the BellSouth Directory Assistance products.
 - 10.5.2 BellSouth shall provide U.S. South initially with a base file of subscriber listings which reflect all listing change activity occurring since U.S. South's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by U.S. South and BellSouth. U.S. South 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 U.S. South on a Business, Residence, or combined Business

and Residence basis. U.S. South agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after U.S. South receives the Base File.

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

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 U.S. South's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow U.S. South to utilize its own switch, operator workstations and optional audio subsystems.

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

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

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

10.7.2 Technical Requirements

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

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

10.7.2.2.1 Name;

10.7.2.2.2 Address;

- 10.7.2.2.3 Telephone number; and
- 10.7.2.2.4 Other information as appropriate (e.g., whether an end user is blind or deaf or has another disability).
- 10.7.2.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless U.S. South requests otherwise and shall be updated if U.S. South requests, provided U.S. South 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 U.S. South end users shall meet industry standards.
- 10.8 **Rates**

The prices that U.S. South shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If U.S. South purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.
- 10.9 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.
- 11. **Calling Name (CNAM) Database Service**
 - 11.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.
 - 11.2 The Agreement for CNAM with standard pricing is included as Exhibit B to this Attachment. U.S. South must provide to its account manager a written request with a requested activation date to activate this service. If U.S. South is interested

in requesting CNAM with volume and term pricing, U.S. South 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 U.S. South the capability that will allow U.S. South and other third parties to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
 - 11.4.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to U.S. South. Scheduling procedures shall provide U.S. South equivalent priority to these resources.
 - 11.4.2 BellSouth SCP shall partition and protect U.S. South service logic and data from unauthorized access, execution or other types of compromise.
 - 11.4.3 When U.S. South selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable U.S. South 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 U.S. South selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. U.S. South access will be provided via remote data connection (e.g., dial-in, ISDN).
 - 11.4.5 When U.S. South selects SCE/SMS AIN Access, BellSouth shall allow U.S. South 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 U.S. South shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If U.S. South purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

11.6 Operational Support Systems (OSS)

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

12. Basic 911 and E911

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

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

12.5.2 E911 Service Provisioning. For E911 service, U.S. South will be required to install a minimum of two dedicated trunks originating from the U.S. South 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. U.S. South will be required to provide BellSouth daily updates to the E911 database. U.S. South 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, U.S. South 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. U.S. South 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 U.S. South beyond applicable charges for BellSouth trunking arrangements.
- 12.5.4 Basic 911 and E911 functions provided to U.S. South 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 U.S. South 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 12 of the General Terms and Conditions and Attachment 1 of the Agreement.

13.3

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

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

**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 U.S. South and pursuant to which BellSouth, its LIDB customers and U.S. South shall have access to such information. U.S. South 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 U.S. South, 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 U.S. South'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 U.S. South of fraud alerts so that U.S. South may take action it deems appropriate. U.S. South understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by U.S. South pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to U.S. South 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.

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

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

II. FEES FOR SERVICE AND TAXES

- A. U.S. South will not be charged a fee for storage services provided by BellSouth to U.S. South, 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

U.S. South 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 U.S. South and BellSouth with respect to the subject matter hereof and supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to LIDB Storage.

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

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

I. GENERAL

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

- 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 U.S. South.

III. RESPONSIBILITIES OF PARTIES

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

IV. COMPLIANCE

Unless expressly authorized in writing by U.S. South, 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 U.S. South 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 U.S. South access to the BellSouth CNAM SCP for query or record storage purposes.
- 2.2 U.S. South 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 U.S. South's

access to BellSouth's CNAM Database Services and shall be addressed to U.S. South's Account Manager.

3. Physical Connection and Compensation

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

3.3 If U.S. South 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 U.S. South 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 U.S. South for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by U.S. South in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of U.S. South 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

U.S. South 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/LEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

Attachment 2
Exhibit C
Rates - Page 1

DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
NID to MID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC2	\$11.63	\$6.15	NA	\$11.79	\$11.72	NA	\$11.68	NA	NA	
NID to MID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC4	\$11.63	\$6.15	NA	\$11.79	\$11.72	NA	\$11.68	NA	NA	
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 - Disconnect Charge - 1st	UND12	TBD	\$57.22	TBD	\$57.28	\$56.67	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 - Service Order submitted Electronically, per LSR	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Electronically, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Electronically, per LSR	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 - Service Order submitted Electronically, per LSR	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Electronically, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	TBD	
NRC - Service Order submitted Electronically, per LSR	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	\$88.08	NA	NA	NA	NA	NA	
2-Wire Analog VG Loop (Customized), per month		NA	NA	NA	\$58.57	NA	NA	NA	NA	NA	
NRC - 1st		NA	NA	NA	\$21.41	NA	NA	NA	NA	NA	
4-Wire Analog VG Loop (Standard), per month		NA	NA	NA	\$236.75	NA	NA	NA	NA	NA	
NRC - 1st		NA	NA	NA	\$177.10	NA	NA	NA	NA	NA	
NRC - Add'l		NA	NA	NA	\$26.38	NA	NA	NA	NA	NA	
2-Wire ISDN Digital Grade Loop (Standard), per month		NA	NA	NA	\$457.14	NA	NA	NA	NA	NA	
NRC - 1st		NA	NA	NA	\$348.83	NA	NA	NA	NA	NA	
NRC - Add'l		NA	NA	NA	\$29.65	NA	NA	NA	NA	NA	
2-Wire ADSL Loop (Standard), per month		NA	NA	NA	\$541.28	NA	NA	NA	NA	NA	
NRC - 1st		NA	NA	NA	\$431.61	NA	NA	NA	NA	NA	
NRC - Add'l		NA	NA	NA	\$10.63	NA	NA	NA	NA	NA	
2-Wire HDSL Loop (Standard), per month		NA	NA	NA	\$713.50	NA	NA	NA	NA	NA	
NRC - 1st		NA	NA	NA	\$609.44	NA	NA	NA	NA	NA	
NRC - Add'l		NA	NA	NA	\$7.40	NA	NA	NA	NA	NA	
4-Wire HDSL Loop (Standard), per month		NA	NA	NA	\$713.50	NA	NA	NA	NA	NA	
NRC - 1st		NA	NA	NA	\$609.44	NA	NA	NA	NA	NA	
NRC - Add'l		NA	NA	NA	\$9.70	NA	NA	NA	NA	NA	
LOOP, INCLUDING NID		NA	NA	NA	\$748.93	NA	NA	NA	NA	NA	
2-Wire Analog VG Loop-SL1		NA	NA	NA	\$646.17	NA	NA	NA	NA	NA	

Attachment 2
Exhibit C
Rates - Page 2

137 of 433

BELLSOUTH/LEC-1 RATES
NETWORK ELEMENTS

Attachment 2
Exhibit C
Rates - Page 3

RC - Zone 2, per month (Note 2)	UEAL4	\$39.00	\$35.51	\$25.70	\$39.14	\$41.95	\$29.67	TBD	\$44.44	\$20.79	
	UEAL4	\$70.67	\$78.35	\$40.85	\$67.56	\$85.47	\$42.40	TBD	\$58.85	\$27.18	
RC - Zone 3, per month (Note 2)	UEAL4	NA	NA	NA	NA	NA	\$55.96	NA	NA	NA	
RC - Zone 4, per month (Note 2)	UEAL4	\$293.70	\$141.00	\$206.95	\$457.14	\$198.10	\$289.06	\$288.47	\$393.99	\$58.50	
NRC - 1st	UEAL4	\$241.76	\$43.00	\$170.57	\$348.83	\$163.26	\$238.19	\$237.45	\$286.77	\$31.00	
NRC - Disconnect Charge - 1st	UEAL4	\$108.96	\$122.15	NA	NA	\$74.27	\$108.14	NA	NA	NA	
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$57.01	\$27.42	NA	NA	\$39.44	\$57.28	NA	NA	NA	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	\$3.84	NA	\$3.94	NA	NA	NA	NA	\$19.89	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$28.94	\$44.06	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA	
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
	OCOSL	\$45.99	\$36.18	\$34.22	\$36.18	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
2-Wire ISDN Digital Grade Loop											
RC - Statewide, per month	U112X	NA	NA	NA	NA	NA	NA	NA	NA	NA	
RC - Zone 1, per month (Note 2)	U112X	\$23.23	\$32.34	\$21.89	\$23.66	\$21.15	\$21.86	TBD	\$26.88	\$15.92	
RC - Zone 2, per month (Note 2)	U112X	\$37.74	\$47.35	\$25.27	\$44.28	\$36.22	\$28.97	TBD	\$40.24	\$20.79	
RC - Zone 3, per month (Note 2)	U112X	\$88.38	\$104.47	\$40.17	\$76.42	\$74.19	\$41.40	TBD	\$53.29	\$27.18	
NRC - 1st	U112X	NA	NA	NA	NA	NA	\$54.64	NA	NA	NA	
NRC - Add'l	U112X	\$331.85	\$306.00	\$233.38	\$541.28	\$223.27	\$326.38	\$325.91	\$423.04	\$58.50	
NRC - Disconnect Charge - 1st	U112X	\$255.87	\$283.00	\$180.35	\$431.61	\$172.63	\$252.00	\$251.31	\$301.75	\$31.00	
NRC - Service Order submitted Electronically, per LSR	U112X	\$57.01	\$18.28	NA	NA	\$74.27	\$108.14	NA	NA	NA	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	\$19.89	
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 Universal Digital Carrier (UDC), statewide, per month											
Zone 1, per month	UDC2X	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Zone 2, per month	UDC2X	\$23.23	\$32.34	\$21.89	\$23.66	\$21.15	\$21.86	TBD	\$26.88	\$15.92	
Zone 3, per month	UDC2X	\$37.74	\$47.35	\$25.27	\$44.28	\$36.22	\$28.97	TBD	\$40.24	\$20.79	
Zone 4, per month	UDC2X	\$88.38	\$104.47	\$40.17	\$76.42	\$74.19	\$41.40	TBD	\$53.29	\$27.18	
NRC - 1st	UDC2X	NA	NA	NA	NA	NA	\$54.64	NA	NA	NA	
NRC - Add'l	UDC2X	\$331.85	\$306.00	\$233.38	\$541.28	\$223.27	\$326.38	\$325.91	\$423.04	\$58.50	
NRC - Disconnect Charge - 1st	UDC2X	\$255.87	\$283.00	\$180.35	\$431.61	\$172.63	\$252.00	\$251.31	\$301.75	\$31.00	
NRC - Service Order submitted Electronically, per LSR	UDC2X	\$57.01	\$18.28	NA	NA	\$74.27	\$108.14	NA	NA	NA	
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	\$19.89	
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	NA	
RC - Zone 1, per month (Note 2)	UAL2X	\$12.09	\$12.78	\$11.23	\$8.79	\$11.90	\$10.87	TBD	\$17.10	\$15.93	
RC - Zone 2, per month (Note 2)	UAL2X	\$19.64	\$18.72	\$12.97	\$16.46	\$20.43	\$14.40	TBD	\$25.79	\$20.05	
RC - Zone 3, per month (Note 2)	UAL2X	\$35.59	\$41.29	\$20.62	\$28.40	\$41.73	\$20.58	TBD	\$34.15	\$28.74	

Attachment 2
Exhibit C
Rates - Page 4

139 of 433

140 of 433

Attachment 2
Exhibit C
Rates - Page 6

141 of 433

**BELL SOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

Attachment 2
Exhibit C
Rates - Page 7

NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$36.18	\$34.22	\$36.18	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00
2-Wire Unid 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	NA
RC - Zone 1, per month (Note 2)	UCLPB	TBD	\$18.60	\$19.80	\$14.94	\$16.34	\$16.85	\$12.27	\$18.90	\$19.85
RC - Zone 2, per month (Note 2)	UCLPB	TBD	\$27.23	\$22.86	\$15.15	\$17.99	\$22.34	\$20.63	\$28.50	\$24.98
RC - Zone 3, per month (Note 2)	UCLPB	TBD	\$60.07	\$36.34	\$15.73	\$18.83	\$31.92	\$23.88	\$37.75	\$35.81
RC - Zone 4, per month (Note 2)	UCLPB	NA	NA	NA	NA	NA	\$42.13	NA	NA	NA
NRC - Add'l	UCLPB	\$514.21	\$399.84	\$395.16	\$391.93	\$386.13	\$504.82	\$450.00	\$600.61	\$270.01
NRC - Disconnect Charge - 1st	UCLPB	\$464.58	\$251.26	\$217.39	\$251.98	\$246.38	\$456.24	\$390.00	\$507.33	\$234.63
NRC - Disconnect Charge - Add'l	UCLPB	TBD	\$154.23	\$142.27	\$160.06	\$159.29	\$105.86	NA	NA	\$74.54
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$57.25	NA	NA	\$39.14
NRC - Service Order submitted Electronically, per LSR	SOMEC	NA	\$2.42	NA	NA	NA	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Service Order submitted Electronically, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	\$19.99
NRC - Service Order submitted Electronically, per LSR	SOMAN	NA	\$3.84	NA	\$3.94	NA	NA	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR	SOMAN	\$47.00	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$47.00	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$21.00	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$25.52	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	\$142.27	NA	\$11.41	\$16.06	NA	\$21.00	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	\$37.86	NA	\$11.41	\$16.06	NA	\$21.00	NA
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	\$34.29
2-Wire Unid Copper Loop/Short (or = 18kft), without Man SI & Fac Res										
Zone 1, per month	UCLPW	NA	NA	NA	NA	NA	NA	NA	\$20.81	NA
Zone 2, per month	UCLPW	TBD	\$18.60	\$11.90	\$14.94	\$16.34	\$16.85	\$12.27	\$18.90	\$19.85
Zone 3, per month	UCLPW	TBD	\$27.23	\$13.74	\$15.15	\$17.99	\$22.34	\$20.63	\$28.50	\$24.98
Zone 4, per month	UCLPW	TBD	\$60.07	\$21.83	\$15.73	\$18.83	\$31.92	\$23.88	\$37.75	\$35.81
NRC - Add'l	UCLPW	\$375.21	\$257.00	\$154.13	\$259.09	\$253.48	\$365.82	\$311.00	\$461.61	\$131.01
NRC - Disconnect Charge - 1st	UCLPW	\$325.58	\$173.62	\$139.75	\$174.35	\$168.86	\$317.24	\$251.00	\$368.33	\$55.63
NRC - Disconnect Charge - Add'l	UCLPW	TBD	\$108.29	\$140.73	\$112.86	\$112.32	\$105.86	NA	NA	\$74.54
NRC - Service Order submitted Electronically, per LSR	UCLPW	TBD	\$15.46	\$37.45	\$15.88	\$15.81	\$57.25	NA	NA	\$39.14
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	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - Service Order submitted Electronically, per LSR	SOMAN	NA	\$21.56	NA	\$29.24	NA	NA	NA	NA	\$19.99
NRC - Service Order submitted Electronically, per LSR	SOMAN	NA	\$3.84	NA	\$3.94	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$47.00	NA	NA	NA	\$18.14	\$25.52	\$26.94	\$47.00	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$21.00	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$25.52	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	\$142.27	NA	\$11.41	\$16.06	NA	\$21.00	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	\$37.86	NA	\$11.41	\$16.06	NA	\$21.00	NA
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	\$34.29
2-Wire Unid Copper Loop/Long (> 18kft), Incl Man SI & Fac Res										
RC - Statewide, per month	UCL2L	\$40.00	NA	\$41.61	NA	NA	NA	NA	NA	NA
RC - Zone 1, per month (Note 2)	UCL2L	TBD	\$48.79	\$19.80	\$36.19	\$43.92	\$16.85	\$38.66	\$18.90	\$19.85
RC - Zone 2, per month (Note 2)	UCL2L	TBD	\$58.13	\$22.86	\$49.31	\$59.76	\$22.34	\$54.03	\$28.50	\$24.98
RC - Zone 3, per month (Note 2)	UCL2L	TBD	\$71.17	\$36.34	\$80.78	\$104.74	\$31.92	\$73.89	\$37.75	\$35.81
RC - Zone 4, per month (Note 2)	UCL2L	NA	NA	NA	NA	NA	\$42.13	NA	NA	NA
NRC - Add'l	UCL2L	\$514.21	\$331.86	\$395.16	\$333.21	\$332.73	\$504.82	\$450.00	\$600.61	\$270.01
NRC - Disconnect Charge - 1st	UCL2L	\$464.58	\$193.27	\$217.39	\$193.26	\$192.99	\$456.24	\$390.00	\$507.33	\$234.63
NRC - Disconnect Charge - Add'l	UCL2L	NA	\$154.23	\$142.27	\$160.06	\$159.29	\$105.86	NA	NA	\$74.54
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$57.25	NA	NA	\$39.14

Attachment 2
Exhibit C
Rates - Page 8

143 of 433

**BELLSOUTH/LEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

Attachment 2
Exhibit C
Rates - Page 9

Zone 2, per month	UCL4W	TBD	\$30.53	\$19.22	\$23.00	\$26.62	\$27.50	\$29.75	\$27.50	\$27.50
Zone 3, per month	UCL4W	TBD	\$32.24	\$30.55	\$19.08	\$28.75	\$30.00	\$34.14	\$30.00	\$30.00
Zone 4, per month	UCL4W	NA	NA	NA	NA	NA	\$35.00	NA	NA	NA
NRC - 1st	UCL4W	TBD	\$305.43	\$214.80	\$307.51	\$301.83	\$261.00	\$261.00	\$261.00	\$281.00
NRC - Add'l	UCL4W	TBD	\$222.05	\$162.61	\$222.77	\$217.22	\$161.00	\$161.00	\$161.00	\$161.00
NRC - Disconnect Charge - 1st	UCL4W	TBD	\$114.30	\$156.25	\$122.17	\$124.19	\$150.00	\$150.00	\$150.00	\$150.00
NRC - Disconnect Charge - Add'l	UCL4W	TBD	\$19.58	\$41.96	\$20.64	\$20.98	\$40.00	\$40.00	\$40.00	\$40.00
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$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	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	\$18.14	\$26.52	\$26.94	\$47.00	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	\$8.06	\$11.34	\$12.76	\$25.52	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	\$11.41	\$16.06	NA	\$21.00	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	TBD	NA	NA	NA	\$11.41	\$16.06	NA	\$21.00	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	\$16.31	\$36.46	\$16.31	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29
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	NA
Zone 1, per month	UCL4L	TBD	\$82.70	\$47.56	\$61.02	\$77.94	\$50.00	\$54.54	\$50.00	\$50.00
Zone 2, per month	UCL4L	TBD	\$119.02	\$54.92	\$55.74	\$115.84	\$60.00	\$30.93	\$60.00	\$60.00
Zone 4, per month	UCL4L	TBD	\$147.54	\$87.30	\$68.97	\$143.00	\$90.00	\$105.09	\$90.00	\$90.00
NRC - 1st	UCL4L	TBD	\$380.29	\$397.06	\$381.63	\$381.09	\$400.00	\$400.00	\$400.00	\$400.00
NRC - Add'l	UCL4L	TBD	\$241.70	\$227.88	\$241.69	\$241.35	\$300.00	\$300.00	\$300.00	\$300.00
NRC - Disconnect Charge - 1st	UCL4L	TBD	\$161.19	\$156.25	\$171.58	\$174.43	\$150.00	\$150.00	\$150.00	\$150.00
NRC - Disconnect Charge - Add'l	UCL4L	TBD	\$38.76	\$41.96	\$41.90	\$42.60	\$40.00	\$40.00	\$40.00	\$40.00
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$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	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	\$18.14	\$25.52	\$26.94	\$47.00	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	\$8.06	\$11.34	\$12.76	\$25.52	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	\$11.41	\$16.06	NA	\$21.00	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	TBD	NA	NA	NA	\$11.41	\$16.06	NA	\$21.00	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	\$16.31	\$36.46	\$16.31	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29
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	NA
Zone 1, per month	UCL4O	TBD	\$82.70	\$47.56	\$61.02	\$77.94	\$50.00	\$54.54	\$50.00	\$50.00
Zone 2, per month	UCL4O	TBD	\$119.02	\$54.92	\$55.74	\$115.84	\$60.00	\$30.93	\$60.00	\$60.00
Zone 3, per month	UCL4O	TBD	\$147.54	\$87.30	\$68.97	\$143.00	\$90.00	\$105.09	\$90.00	\$90.00
Zone 4, per month	UCL4O	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC - 1st	UCL4O	TBD	\$247.44	\$397.06	\$248.79	\$248.44	\$261.00	\$261.00	\$261.00	\$261.00
NRC - Add'l	UCL4O	TBD	\$164.06	\$227.88	\$164.05	\$163.82	\$161.00	\$161.00	\$161.00	\$161.00
NRC - Disconnect Charge - 1st	UCL4O	TBD	\$114.30	\$156.25	\$122.17	\$124.19	\$150.00	\$150.00	\$150.00	\$150.00
NRC - Disconnect Charge - Add'l	UCL4O	TBD	\$19.58	\$41.96	\$20.64	\$20.98	\$40.00	\$40.00	\$40.00	\$40.00
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	\$4.50
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	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	NA	NA	NA	\$18.14	\$25.52	\$26.94	\$47.00	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	\$8.06	\$11.34	\$12.76	\$25.52	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	\$11.41	\$16.06	NA	\$21.00	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	TBD	NA	NA	NA	\$11.41	\$16.06	NA	\$21.00	NA
NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	\$16.31	\$36.46	\$16.31	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29
Statewide, Per month	UCL4O	TBD	NA	\$55.86	NA	NA	NA	NA	NA	NA

BELL SOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

Attachment 2
Exhibit C
Rates - Page 10

	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	\$8.06	\$11.34	\$12.76	\$29.52	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	\$11.41	\$16.06	NA	\$21.00	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	\$11.41	\$16.06	NA	\$21.00	NA
	NRC - Incremental Charge - Manual Order Coordination - per loop	UCI/MC	TBD	NA	NA	NA	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29
	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	\$397.01	\$421.60	\$400.21
	NRC - Facility Termination - 1st	UE3PX	\$640.54	\$603.37	\$639.50	\$1,091.00	\$994.70	\$975.22	\$964.04	\$735.42	\$726.16
	NRC - Facility Termination - Add'l	UE3PX	\$426.82	\$328.05	\$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	SOME/C	\$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	SOME/C	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	\$440.54	\$503.37	\$639.50	\$1,091.00	\$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	SOME/C	\$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	SOME/C	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	\$50.25	\$34.92	\$68.62	\$29.76	\$54.26	NA
	NRC - STS-1 - 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 - STS-1 - 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 - STS-1 - 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
	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										
	NRC - OC3 - Facility Termination - 1st		\$691.33	\$648.60	\$630.21	\$713.29	\$753.65	\$689.68	\$611.36	\$701.71	\$620.20
	NRC - OC3 - Facility Termination - Add'l		\$949.63	\$966.45	\$947.69	\$1,543	\$1,025	\$1,427	\$1,411	\$1,044	\$1,050
	NRC - OC3 - Facility Termination - Disconnect - 1st		\$413.38	\$408.85	\$413.00	\$661.23	\$402.63	\$549.17	\$542.73	\$505.88	\$411.64
	NRC - OC3 - Facility Termination - Disconnect - Add'l		\$121.72	\$11.56	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
	NRC - Manual Svc Order, per LSR	SOMAN	\$118.54	\$108.34	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
	NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
	NRC - Electronic Svc Order, per LSR	SOME/C	\$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	SOME/C	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Incremental Charge - Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	\$50.25	\$34.92	\$68.62	\$29.76	\$54.26	NA
	NRC - OC3 - 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 - OC3 - 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 - OC3 - 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
	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										
	NRC - OC12 - Facility Termination - 1st		\$2,567	\$2,053.06	\$2,109.00	\$2,457	\$2,571	\$2,371	\$2,122	\$2,663	\$2,079
	NRC - OC12 - Facility Termination - Add'l		\$1,165	\$1,183.46	\$1,182.00	\$1,858	\$1,245	\$1,742	\$1,722	\$1,259	\$1,276
	NRC - OC12 - Facility Termination - Disconnect - 1st		\$413.38	\$408.85	\$413.00	\$661.23	\$402.63	\$549.17	\$542.73	\$505.88	\$411.64

Attachment 2
Exhibit C
Rates - Page 11

146 of 433

**BELLSOUTH/LEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

Attachment 2
Exhibit C
Rates - Page 12

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	\$314.09
NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBND	\$107.63	\$109.85	\$154.57	\$111.55	\$104.26	TBD	\$108.06	\$108.17	\$119.07
Loop Distribution per 2-Wire Analog VG Sub-Loop, per month	USBN2	\$9.05	NA	\$9.12	NA	NA	TBD	NA	NA	NA
Zone 1, per month	USBN2	TBD	\$9.36	TBD	\$9.03	\$10.33	TBD	\$7.99	NA	\$8.34
Zone 2, per month	USBN2	TBD	\$12.49	TBD	\$12.25	\$14.43	TBD	\$12.63	NA	NA
Zone 3, per month	USBN2	TBD	\$16.13	TBD	\$16.71	\$21.11	TBD	\$14.43	NA	NA
Zone 4, per month	USBN2	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC - 1st	USBN2	\$125.63	\$139.20	\$207.01	\$139.19	\$138.99	TBD	NA	NA	NA
NRC - Add'l	USBN2	\$54.32	\$61.94	\$171.32	\$61.93	\$61.84	TBD	\$54.54	\$63.70	\$195.98
NRC - Disconnect Charge - 1st	USBN2	\$92.45	\$98.49	TBD	\$101.18	\$100.70	TBD	\$71.13	NA	TBD
NRC - Disconnect Charge - Add'l	USBN2	\$13.21	\$13.08	TBD	\$13.44	\$13.37	TBD	\$10.16	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 - Service Order submitted Manually, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	\$18.94	NA	\$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	\$8.42	NA	\$8.06	TBD	\$12.76	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	\$11.41	TBD	\$15.12	NA	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 4-Wire Analog VG Sub-Loop, per month	USBN4	\$10.56	NA	\$8.32	NA	NA	TBD	NA	NA	NA
Zone 1, per month	USBN4	TBD	\$10.12	TBD	\$10.18	\$16.67	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	NA
NRC - 1st	USBN4	\$155.90	\$165.88	\$219.35	\$165.67	\$165.43	TBD	\$156.52	\$232.76	TBD
NRC - Add'l	USBN4	\$79.35	\$88.42	\$122.99	\$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	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	\$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	\$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	\$51.29	\$16.31	\$34.22	\$16.31	\$16.29	TBD	NA	NA	TBD
Loop Distribution per 2 Wire Unbundled Copper Sub-Loop, per month	UCS2X	\$6.55	NA	TBD	NA	NA	TBD	\$45.34	\$45.43	TBD
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	\$14.08	TBD	\$12.36	NA	TBD
Zone 4, per month	UCS2X	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC - 1st	UCS2X	\$138.55	\$139.20	TBD	\$139.19	\$138.99	TBD	\$137.10	\$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 - Service Order submitted Manually, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	NA	\$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	NA	\$8.06	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	NA	NA
Zone 1, per month	UCS4X	TBD	\$7.11	TBD	\$10.65	\$10.48	TBD	\$7.14	NA	TBD

**BELLSOUTH/CLC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

Attachment 2
EdM/C
Rates - Page 13

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	\$86.29	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 - Service Order submitted Electronically, per LSR	UCS4X	\$18.46	\$17.15	TBD	\$18.08	\$18.38	TBD	\$13.53	NA	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	\$3.50	\$2.75	TBD	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	\$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	\$8.06	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Order Coordination - per loop	USBR2	\$51.29	\$16.31	TBD	\$16.31	\$16.29	TBD	NA	NA	TBD
Sub-loop-Intrabldg Ntwk Cable (aka riser cable), 2W analog, per mo	USBR2	\$113.60	\$3.87	\$1.61	\$3.23	\$1.59	TBD	\$45.34	\$45.43	TBD
NRC - 1st	USBR2	\$113.60	\$113.62	\$137.03	\$113.61	\$106.11	TBD	\$3.50	\$1.60	\$1.47
NRC - Add'l	USBR2	\$50.44	\$36.36	\$41.59	\$36.35	\$35.12	TBD	\$114.05	\$189.52	\$150.35
NRC - Disconnect Charge - 1st	USBR2	\$99.54	\$98.49	\$115.85	\$101.18	\$93.19	TBD	\$37.20	\$47.09	\$45.63
NRC - Service Order submitted Electronically, per LSR	USBR2	\$14.05	\$13.08	\$19.17	\$13.44	\$13.92	TBD	\$76.58	NA	\$128.85
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$10.81	NA	\$21.32
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	TBD	\$3.50	\$3.50	\$3.50
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	\$18.14	TBD	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	\$8.06	TBD	TBD	NA	NA	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	\$55.00
Sub-loop-Intrabldg Ntwk Cable (aka riser cable), 4W analog, per mo	USBR4	\$21.17	\$7.20	\$2.96	\$6.29	\$2.83	TBD	\$45.34	\$45.43	\$55.00
NRC - 1st	USBR4	\$127.17	\$126.10	\$126.10	\$126.10	\$118.69	TBD	\$3.75	\$2.75	\$2.55
NRC - Add'l	USBR4	\$50.62	\$48.84	\$55.11	\$48.84	\$47.70	TBD	\$127.67	\$204.20	\$193.62
NRC - Disconnect Charge - 1st	USBR4	\$107.45	\$104.31	\$122.17	\$109.94	\$101.65	TBD	\$50.82	\$80.40	\$60.47
NRC - Service Order submitted Electronically, per LSR	USBR4	\$14.59	\$17.15	\$19.57	\$18.08	\$14.61	TBD	\$78.71	NA	\$135.88
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$10.89	NA	\$21.76
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	TBD	\$3.50	\$3.50	\$3.50
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	NA	\$18.14	TBD	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	NA	\$8.06	TBD	TBD	NA	NA	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	\$55.00
Sub-loop FEEDER										
Cross-Box Set-Up										
NRC - DS0 Set-Up per Cross Box location - CLC Distribution Facility set-up	USBRFV	\$17.43	\$11.78	\$421.08	\$627.16	\$639.68	TBD	\$498.09	\$510.15	TBD
NRC - DS0 Set-Up per Cross Box location - per 25 pair panel set-up	USBRFX	\$44.87	\$45.28	\$67.10	\$45.28	\$45.22	TBD	\$45.04	\$44.84	TBD
NRC - DS1 Set-Up per Cross Box location - CLC Distribution Facility set-up	USBRFY	\$17.43	\$11.78	\$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	USBRFZ	\$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	NA
Zone 1, per month	USBFA	TBD	\$10.75	TBD	\$10.36	\$11.01	TBD	\$8.92	NA	NA
Zone 2, per month	USBFA	TBD	\$11.57	TBD	\$13.82	\$13.36	TBD	\$14.10	NA	TBD
Zone 3, per month	USBFA	TBD	\$13.51	TBD	\$19.89	\$21.56	TBD	\$16.11	NA	TBD
Zone 4, per month	USBFA	NA	NA	NA	NA	NA	TBD	NA	NA	TBD

**BELTSOUTH/LEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

Attachment 2
Exhibit C
Rates - Page 14

NRC - 1st	USBFA	\$198.42	\$193.62	\$206.44	\$192.57	\$192.30	TBD	\$122.52	\$199.27	TBD
NRC - Add'l	USBFA	\$116.66	\$113.00	\$170.05	\$111.96	\$111.80	TBD	\$46.61	\$60.33	TBD
NRC - Disconnect Charge - 1st	USBFA	\$119.95	\$116.59	TBD	\$119.14	\$118.57	TBD	\$77.90	NA	TBD
NRC - Service Order submitted Electronically, per LSR	USBFA	\$27.04	\$26.70	TBD	\$26.79	\$26.66	TBD	\$14.68	NA	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMECC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	\$18.94	NA	\$18.14	TBD	\$26.94	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	\$8.42	NA	\$8.06	TBD	\$12.76	NA	TBD
2-Wire Analog VG Loop-Start Unbundled Sub-Loop Feeder, per month										
Zone 1, per month	USBFB	\$13.68	NA	\$8.58	NA	NA	TBD	NA	\$10.06	NA
Zone 2, per month	USBFB	TBD	\$10.75	TBD	\$10.36	\$11.01	TBD	\$8.92	NA	TBD
Zone 3, per month	USBFB	TBD	\$11.57	TBD	\$13.62	\$13.36	TBD	\$14.10	NA	TBD
Zone 4, per month	USBFB	TBD	\$13.51	TBD	\$19.69	\$21.56	TBD	\$16.11	NA	TBD
NRC - 1st	USBFB	NA	NA	NA	NA	NA	TBD	NA	NA	TBD
NRC - Add'l	USBFB	\$198.42	\$193.62	\$206.44	\$192.57	\$192.30	TBD	\$122.52	\$199.27	TBD
NRC - Disconnect Charge - 1st	USBFB	\$116.66	\$113.00	\$170.05	\$111.96	\$111.80	TBD	\$46.61	\$60.33	TBD
NRC - Service Order submitted Electronically, per LSR	USBFB	\$27.04	\$26.70	TBD	\$26.79	\$26.66	TBD	\$14.68	NA	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMECC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	\$18.94	NA	\$18.14	TBD	\$26.94	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	\$8.42	NA	\$8.06	TBD	\$12.76	NA	TBD
2-Wire Analog VG Reverse Battery Unb Sub-Loop Feeder, per mo										
Zone 1, per month	USBFC	\$13.68	NA	\$8.58	NA	NA	TBD	NA	\$10.06	NA
Zone 2, per month	USBFC	TBD	\$10.75	TBD	\$10.36	\$11.01	TBD	\$8.92	NA	TBD
Zone 3, per month	USBFC	TBD	\$11.57	TBD	\$13.62	\$13.36	TBD	\$14.10	NA	TBD
Zone 4, per month	USBFC	TBD	\$13.51	TBD	\$19.69	\$21.56	TBD	\$16.11	NA	TBD
NRC - 1st	USBFC	NA	NA	NA	NA	NA	TBD	NA	NA	TBD
NRC - Add'l	USBFC	\$198.42	\$193.62	\$206.44	\$192.57	\$192.30	TBD	\$122.52	\$199.27	TBD
NRC - Disconnect Charge - 1st	USBFC	\$116.66	\$113.00	\$170.05	\$111.96	\$111.80	TBD	\$46.61	\$60.33	TBD
NRC - Service Order submitted Electronically, per LSR	USBFC	\$27.04	\$26.70	TBD	\$26.79	\$26.66	TBD	\$14.68	NA	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMECC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR - Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	\$3.84	NA	\$3.94	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	\$18.94	NA	\$18.14	TBD	\$26.94	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	\$8.42	NA	\$8.06	TBD	\$12.76	NA	TBD
4-Wire Analog VG Ground-Start Unbundled Sub-Loop Feeder, per month										
Zone 1, per month	USBFD	\$24.94	NA	\$19.91	NA	NA	TBD	NA	\$10.22	NA
Zone 2, per month	USBFD	TBD	\$23.35	TBD	\$30.69	\$25.90	TBD	\$21.91	NA	TBD
Zone 3, per month	USBFD	TBD	\$27.94	TBD	\$36.12	\$27.00	TBD	\$35.92	NA	TBD
Zone 4, per month	USBFD	TBD	\$40.51	TBD	\$22.90	\$25.61	TBD	\$41.37	NA	TBD
NRC - 1st	USBFD	NA	NA	NA	NA	NA	TBD	NA	NA	TBD
NRC - Add'l	USBFD	\$224.21	\$222.74	\$243.41	\$221.19	\$220.87	TBD	\$226.36	\$232.76	TBD
NRC - Disconnect Charge - 1st	USBFD	\$142.45	\$140.22	\$81.32	\$138.67	\$138.47	TBD	\$144.28	\$91.92	TBD
NRC - Service Order submitted Electronically, per LSR	USBFD	\$131.15	\$127.64	\$134.77	\$133.53	\$135.74	TBD	\$96.50	NA	TBD
NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMECC	\$34.66	\$32.91	\$33.93	\$33.69	\$34.25	TBD	\$25.82	NA	TBD
NRC - Service Order submitted Electronically, per LSR	SOMECC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD

Attachment 2
Exhibit C
Rates - Page 15

150 of 433

Attachment 2
Exhibit C
Rates - Page 17

152 of 433

**BEL SOUTH/EC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

Attachment 2
Exhibit C
Rates - Page 18

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	\$136.74	TBD	\$96.50	NA	TBD
NRC - Disconnect Charge - Add'l	USBFO	\$34.66	\$32.91	TBD	\$33.69	\$34.25	TBD	\$26.82	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 - Service 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										
Zone 1, per month	USBFP	\$30.97	NA	NA	NA	NA	NA	NA	\$32.47	NA
Zone 2, per month	USBFP	TBD	\$24.89	TBD	\$27.38	\$27.16	TBD	\$26.71	NA	TBD
Zone 3, per month	USBFP	TBD	\$28.83	TBD	\$33.41	\$24.93	TBD	\$44.07	NA	TBD
Zone 4, per month	USBFP	TBD	\$29.16	TBD	\$24.47	\$25.05	TBD	\$50.83	NA	TBD
NRC - 1st	USBFP	NA	NA	NA	NA	NA	TBD	NA	NA	TBD
NRC - Add'l	USBFP	\$212.90	\$211.32	TBD	\$209.77	\$209.47	TBD	\$215.00	\$309.57	NA
NRC - Disconnect Charge - 1st	USBFP	\$131.14	\$128.81	TBD	\$127.26	\$127.07	TBD	\$132.92	\$157.93	TBD
NRC - Disconnect Charge - Add'l	USBFP	\$131.15	\$127.64	TBD	\$133.53	\$135.74	TBD	\$96.50	NA	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$34.66	\$32.91	TBD	\$33.69	\$34.25	TBD	\$26.82	NA	TBD
NRC - Service Order submitted Manually, per LSR	SOMAN	\$3.50	\$2.75	NA	\$3.50	\$3.50	TBD	\$3.50	\$3.50	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$0.42	NA	NA	NA	TBD	NA	NA	TBD
NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN	NA	\$21.56	NA	\$29.24	NA	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	\$3.84	NA	\$3.94	\$3.94	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	TBD	NA	\$18.14	TBD	NA	NA	TBD
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	NA	TBD	NA	\$8.06	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	ULMAX	\$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	ULMAX	\$8.08	\$8.15	TBD	\$8.15	\$7.49	TBD	\$8.11	\$8.07	TBD
NRC - Bridge Tap Removal per pair unloaded - 1st	ULMBT	\$561.91	\$562.71	TBD	\$562.73	\$521.03	TBD	\$564.15	\$561.62	TBD
NRC - Bridge 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) **	UMKLV	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$100.00
Loop Makeup - Preordering Without Reservation, per spare facility queried (Manual) Maximum number of spare facilities per manual LMUSI is 3. **	UMKLV	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$134.00	\$100.00
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	\$100.00
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	\$0.6888
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	\$0.6888
Unbundled Network Terminating Wire, per pair, per month										
NRC - UNTW Pair, per pair	UENPP	\$0.49	\$0.46	\$1.37	\$0.64	\$0.35	TBD	\$0.44	\$0.46	TBD
NRC - Disconnect Charge, per pair	UENPP	\$40.02	\$65.35	\$2.48	\$65.35	\$64.77	TBD	\$65.82	\$60.83	TBD
NRC - Service Order submitted Electronically, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	TBD	NA	NA	TBD

BELLSOUTH/LEC-1 RATES
NETWORK ELEMENTS

Attachment 2
Exhibit C
Rates - Page 20

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	\$10.88	\$10.86	TBD	NA	NA	NA
Test Circuit, per month	ULCC4	\$41.21	\$36.76	\$41.30	\$38.90	\$40.49	TBD	\$38.47	\$42.14	\$46.22
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 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.)	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	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	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	NA	\$8.42	TBD	\$8.06	\$11.34	TBD	\$44.06	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	\$389.21	\$380.06
NRC - 1st	UCT8A	\$1,115.10	\$651.05	\$1,111.95	\$651.04	\$650.11	\$1,115.10	\$1,113.00	\$1,114.05	\$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	\$368.13	\$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	NA	NA	NA	NA	NA	NA	NA	NA
NRC-Disconnect, Add'l	UCTCO	\$31.11	\$8.71	NA	\$33.46	\$34.02	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	\$2.58
NRC 1st	ULCC2	\$35.77	\$21.07	\$35.88	\$21.08	\$21.05	\$35.78	\$35.73	\$35.91	\$35.74
NRC Add'l	ULCC2	\$35.55	\$20.96	\$35.48	\$20.96	\$20.93	\$35.37	\$35.49	\$35.71	\$35.54
NRC-Disconnect, 1st	ULCC2	NA	\$9.99	NA	\$10.75	\$10.92	NA	NA	NA	NA
NRC-Disconnect, Add'l	ULCC2	NA	\$9.93	NA	\$10.68	\$10.86	NA	NA	NA	NA

**BELLSOUTH/LEC-1 RATES
AND OTHER SERVICES
NETWORK ELEMENTS**

Attachment 2
Exhibit C
Rates - Page 21

Channel Interface - 2 Wire ISDN, per month									
NRC 1st	ULCC1	\$10.19	\$8.38	\$9.76	\$9.59	\$9.39	\$11.10	\$9.95	\$10.76
NRC Add'l	ULCC1	\$35.77	\$21.07	\$35.68	\$21.08	\$21.05	\$35.78	\$35.71	\$35.91
NRC-Disconnect, 1st	ULCC1	\$35.55	\$20.96	\$35.48	\$20.96	\$20.93	\$35.57	\$35.51	\$35.74
NRC-Disconnect, Add'l	ULCC1	NA	\$9.93	NA	\$10.75	\$10.92	NA	NA	NA
Channel Interface - 2 Wire Voice - Reverse Battery, per month									
NRC 1st	ULCCR	\$15.15	\$12.46	\$14.51	\$14.26	\$13.95	\$16.46	\$14.80	\$15.32
NRC Add'l	ULCCR	\$35.77	\$21.07	\$35.68	\$21.08	\$21.05	\$35.78	\$35.71	\$35.91
NRC-Disconnect, 1st	ULCCR	\$35.55	\$20.96	\$35.48	\$20.96	\$20.93	\$35.37	\$35.51	\$35.74
NRC-Disconnect, Add'l	ULCCR	NA	\$9.99	NA	\$10.75	\$10.92	NA	NA	NA
Channel Interface - 4 Wire Voice, per month									
NRC 1st	ULCC4	\$9.04	\$7.43	\$8.65	\$8.51	\$8.32	\$9.83	\$8.82	\$9.13
NRC Add'l	ULCC4	\$35.77	\$21.07	\$35.68	\$21.08	\$21.05	\$35.78	\$35.71	\$35.91
NRC-Disconnect, 1st	ULCC4	\$35.55	\$20.96	\$35.48	\$20.96	\$20.93	\$35.37	\$35.51	\$35.74
NRC-Disconnect, Add'l	ULCC4	NA	\$9.99	NA	\$10.75	\$10.92	NA	NA	NA
Test Circuit, per month									
NRC 1st	UCTTC	\$44.16	\$6.31	\$42.30	\$41.58	\$40.67	\$47.85	\$43.13	\$46.66
NRC Add'l	UCTTC	\$35.77	\$21.07	\$35.68	\$21.08	\$21.05	\$35.78	\$35.71	\$35.91
NRC-Disconnect, 1st	UCTTC	\$35.55	\$20.96	\$35.48	\$20.96	\$20.93	\$35.37	\$35.51	\$35.74
NRC-Disconnect, Add'l	UCTTC	\$35.55	\$9.93	NA	\$10.75	\$10.92	NA	NA	NA
Channel Interface - Digital 56Kbps, per month									
NRC 1st	ULCC5	TBD	\$11.01	TBD	\$12.60	\$12.33	TBD	NA	NA
NRC Add'l	ULCC5	TBD	\$21.07	TBD	\$21.08	\$21.05	TBD	TBD	TBD
NRC-Disconnect, 1st	ULCC5	TBD	\$20.96	TBD	\$20.96	\$20.93	TBD	TBD	TBD
NRC-Disconnect, Add'l	ULCC5	TBD	\$9.93	NA	\$10.75	\$10.92	TBD	TBD	TBD
Channel Interface - Digital 64Kbps, per month									
NRC 1st	ULCC6	TBD	\$11.01	TBD	\$12.60	\$12.33	TBD	TBD	TBD
NRC Add'l	ULCC6	TBD	\$21.07	TBD	\$21.08	\$21.05	TBD	TBD	TBD
NRC-Disconnect, 1st	ULCC6	TBD	\$20.96	TBD	\$20.96	\$20.93	TBD	TBD	TBD
NRC-Disconnect, Add'l	ULCC6	TBD	\$9.93	NA	\$10.75	\$10.92	TBD	TBD	TBD
LINE SHARING									
2-Wire analog V/G (SL1) for Line Sharing									
FC - per month (Note 3) **									
NRC - 1st (Note 3) **		TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$12.16
NRC - Add'l (Note 3) **		TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$31.99
System Splitter - 96 Line Capacity									
FC - Per month **	ULSDA	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
NRC - 1st **	ULSDA	\$150.00	\$150.00	\$150.00	\$300.00	\$300.00	\$300.00	\$300.00	\$150.00
NRC - Add'l **	ULSDA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - Disconnect 1st **	ULSDA	\$150.00	\$150.00	\$150.00	NA	\$150.00	NA	NA	\$150.00
NRC - Disconnect Add'l **	ULSDA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
System Splitter - 24 Line Capacity									
FC - Per month **	ULSDB	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
NRC - 1st **	ULSDB	\$150.00	\$150.00	\$150.00	\$300.00	\$300.00	\$300.00	\$300.00	\$150.00
NRC - Add'l **	ULSDB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - Disconnect 1st **	ULSDB	\$150.00	\$150.00	\$150.00	NA	\$150.00	NA	NA	\$150.00
NRC - Disconnect Add'l **	ULSDB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Loop Capacity, Line Activation Per Occurrence									
FC - Per Month **	ULSDC	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$3.48
NRC - 1st **	ULSDC	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
NRC - Add'l **	ULSDC	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$21.39

Attachment 2
Exhibit C
Rates - Page 22

157 of 433

BELLSOUTH U.S. South Rates Network Elements
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 23

LOCAL EXCHANGE SWITCHING (PORTS)												
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN		
2-Wire Analog Line Port (Free, Bus), 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	4.73 - Note 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	\$4.73		
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	\$4.73		
2-wire voice grade unbundled Alabama extended local dialing party port with caller ID	UEPAR	\$2.07	NA	NA	NA	NA	NA	NA	NA	NA		
2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID	UEPRM	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA		
2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID	UEPAS	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA		
2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID	UEPAT	NA	NA	NA	NA	NA	\$2.11	NA	NA	NA		
2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	NA	NA		
2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	NA		
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAG	NA	\$1.62	NA	NA	NA	NA	NA	NA	\$4.73		
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (FUL)	UEPAG	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA		
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA		
2-wire voice unbundled South Carolina Area Calling port with caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	NA	NA		
2-wire voice unbundled Tennessee Area Calling port with caller ID - residence (F2H)	UEPAK	NA	NA	NA	NA	NA	NA	NA	\$2.35	NA		
2-wire voice unbundled Tennessee Area Calling port with caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$4.73		
2-wire voice unbundled Tennessee Area Calling port with caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$4.73		
2-wire voice unbundled Tennessee Area Calling port with caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$4.73		
2-wire voice unbundled Tennessee Area Calling port with caller ID - residence (2MH)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$4.73		
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	\$4.73		
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPOX											
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	\$4.73		
2-wire voice unbundled port with caller ID	UEPBC	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.73		
2-wire voice unbundled outgoing only port	UEPBO	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.73		
2-wire voice grade unbundled Alabama extended local dialing party port with caller ID	UEPAW	\$2.07	NA	NA	NA	NA	NA	NA	NA	NA		
2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID	UEPBM	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA		
2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID	UEPAX	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA		
2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID	UEPAY	NA	NA	NA	NA	NA	\$2.11	NA	NA	NA		
2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	\$2.35	NA		
2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	\$4.73		
2-wire voice unbundled incoming only port with caller ID	UEPBI	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.73		
2-wire voice unbundled LA Bus Area Calling Port with caller ID (BUC)	UEPAA	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA		

BELLSOUTH U.S. South RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 24

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	\$2.35	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	\$4.73
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$4.73
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$4.73
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	\$37.78	\$16.43	\$22.98	\$21.60	\$24.98	\$9.93
2-wire voice unbundled port with caller ID - residence	UEPRC	\$21.93	\$4.76	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	\$9.93
2-wire voice unbundled port outgoing only - residence	UEPRO	\$21.93	\$4.76	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	\$9.93
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	\$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA	NA	NA	\$37.78	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$4.76	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2H)	UEPAK	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MF)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
2-wire voice unbundled Res Low Usage Line Port with Caller+ES63 ID (LUM)	UEPAP	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
NRC - Add'l (Residence)										
2-wire voice unbundled port - residence	UEPRL	\$21.93	\$4.54	\$17.16	\$37.78	\$16.43	\$22.98	\$21.60	\$24.98	\$9.19
2-wire voice unbundled port with caller ID - residence	UEPRC	\$21.93	\$4.54	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	\$9.19
2-wire voice unbundled port outgoing only - residence	UEPRO	\$21.93	\$4.54	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	\$9.19
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	\$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA	NA	NA	\$37.78	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA

BELLSOUTH'S South RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 25

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID	UEPAT	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$9.19
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$4.54	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with caller ID - residence (LWB)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
2-wire voice unbundled Tennessee Area Calling port with caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	\$9.19
2-wire voice unbundled Tennessee Area Calling port with caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$9.19
2-wire voice unbundled Tennessee Area Calling port with caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$9.19
2-wire voice unbundled Tennessee Area Calling port with caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$9.19
2-wire voice unbundled Tennessee Area Calling port with caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$9.19
2-wire voice unbundled Res Low Usage Line Port with caller ID (LUM)	UEPAP	\$21.93	\$4.54	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	\$9.19
NRC - Subsequent Activity	USASC	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
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	\$9.93
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	\$9.93
2-wire voice unbundled outgoing only port	UEPBO	\$21.93	\$4.76	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	\$9.93
2-wire voice grade unbundled Alabama extended local dialing party port with caller ID	UEPAW	\$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID	UEPBM	NA	NA	NA	\$37.78	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID	UEPAX	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID	UEPAY	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
2-wire voice unbundled incoming only Port with caller ID	UEPBI	\$21.93	\$4.76	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	\$9.93
2-wire voice unbundled LA Bus Area Calling Port with caller ID (BUC)	UEPAA	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with caller ID+ESB7 (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
2-wire voice unbundled TN Bus 2-way Callerville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
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	\$9.19
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	\$9.19

BELLSOUTH'S South RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 26

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled outgoing only port	UEPBO	\$21.93	\$4.54	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	\$9.19
2-wire voice grade unbundled Alabama extended local dialing party port with caller ID	UEPAW	\$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID	UEPBM	NA	NA	NA	\$37.78	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID	UEPAX	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID	UEPAY	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled incoming only port with Caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPBI	\$21.93	\$4.54	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	\$9.19
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAA	NA	NA	NA	NA	\$16.43	NA	NA	NA	\$9.19
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAB	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAC	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
2-wire voice unbundled TN Bus 2-way Collerville and Memphis Local Calling Port (B2F)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$9.19
2-wire voice unbundled TN Bus 2-way Collerville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$9.19
NRC - Subsequent Activity	USASC	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
NRC - Disconnect Charge - 1st										
2-wire voice unbundled port - residence	UEPRL	\$6.21	\$2.76	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled port with caller ID - residence	UEPRC	\$6.21	\$2.76	NA	NA	\$4.38	\$6.56	NA	NA	\$3.66
2-wire voice unbundled port outgoing only - residence	UEPRO	\$6.21	\$2.76	NA	NA	\$4.38	\$6.56	NA	NA	\$3.66
2-wire voice grade unbundled Alabama extended local dialing party port with caller ID	UEPAR	\$6.21	NA	NA	NA	NA	NA	NA	NA	\$3.66
2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID	UEPRM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID	UEPAS	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID	UEPAT	NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID	UEPAU	NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$2.76	NA	NA	NA	NA	NA	NA	\$3.66
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (FLL)	UEPAG	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LWB)	UEPAJ	NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACEF)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSH)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66

BELLSOUTHUS, South Rates Network Elements
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 27

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	\$6.21	\$2.76	NA	NA	\$4.38	\$6.56	NA	NA	\$3.66
2-wire voice unbundled port without Caller ID	UEPBL	\$6.21	\$2.76	NA	NA	\$4.38	\$6.56	NA	NA	\$3.66
2-wire voice unbundled port with Caller ID	UEPBC	\$6.21	\$2.76	NA	NA	\$4.38	\$6.56	NA	NA	\$3.66
2-wire voice unbundled outgoing only Port	UEPBO	\$6.21	\$2.76	NA	NA	\$4.38	\$6.56	NA	NA	\$3.66
2-wire voice grade unbundled Alabama extended local dialing party port with caller ID	UEPAW	\$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID	UEPBM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID	UEPAX	NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID	UEPAY	NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Incoming only Port with Caller ID	UEPBI	\$6.21	\$2.76	NA	NA	\$4.38	\$6.56	NA	NA	\$3.66
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	\$4.38	NA	NA	NA	\$3.66
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66
2-wire voice unbundled TN Bus 2-Way Callville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66
NRC - Disconnect Charge - Add'l										
2-wire voice unbundled port - residence	UEPRL	\$6.21	\$2.59	NA	NA	\$4.38	\$6.56	NA	NA	\$2.92
2-wire voice unbundled port with caller ID - residence	UEPRC	\$6.21	\$2.59	NA	NA	\$4.38	\$6.56	NA	NA	\$2.92
2-wire voice unbundled port outgoing only - residence	UEPRO	\$6.21	\$2.59	NA	NA	\$4.38	\$6.56	NA	NA	\$2.92
2-wire voice grade unbundled Alabama extended local dialing party port with caller ID	UEPAR	\$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID	UEPHM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID	UEPAS	NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID	UEPAT	NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$2.59	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (FLL)	UEPAG	NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (ACT)	UEPAH	NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92

BELLSOUTHUS South RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 28

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACS)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MF)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92
2-wire voice unbundled Fias Low Usage Line Port with Caller ID (LUM)	UEPAP	\$6.21	\$2.59	NA	NA	\$4.38	\$6.56	NA	NA	\$2.92
2-wire voice unbundled port without Caller ID	UEPBL	\$6.21	\$2.59	NA	NA	\$4.38	\$6.56	NA	NA	\$2.92
2-wire voice unbundled port with Caller ID	UEPBC	\$6.21	\$2.59	NA	NA	\$4.38	\$6.56	NA	NA	\$2.92
2-wire voice unbundled outgoing only port	UEPBO	\$6.21	\$2.59	NA	NA	\$4.38	\$6.56	NA	NA	\$2.92
2-wire voice grade unbundled Alabama extended local dialing party port with caller ID	UEPAW	\$6.21	NA	NA	NA	NA	NA	NA	NA	\$2.92
2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID	UEPBM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID	UEPAX	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID	UEPAY	NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID	UEPAZ	NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled incoming only port with Caller ID	UEPBI	\$6.21	\$2.59	NA	NA	NA	\$6.56	NA	NA	\$2.92
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPBA	NA	NA	NA	NA	\$4.38	NA	NA	NA	\$2.92
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2P)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92
NRC - OSS										\$2.92
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	\$3.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$26.52	\$26.94	\$44.42	\$20.35
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$14.63	\$10.54
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$10.39	\$16.06	NA	NA	\$13.32
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$1.44	NA	NA	NA	NA	NA	NA	NA	\$1.40
All available features, per month										
NRC - 1st (all types)	UEPVF	\$5.55	\$3.40	NA	NA	\$8.28	\$6.75	NA	\$6.29	NA
NRC - Add'l (all types)		\$24.72	NA	NA	NA	NA	\$21.42	NA	\$36.24	NA
NRC - Disconnect Charge - 1st		\$24.72	NA	NA	NA	NA	\$21.42	NA	\$36.24	NA
NRC - Disconnect Charge - Add'l		\$18.41	NA	NA	NA	NA	\$19.68	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$18.41	NA	NA	NA	NA	\$19.68	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	NA	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$12.97	NA	NA	NA	NA	\$11.34	NA	\$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	NA	NA	NA	\$16.06	NA	NA	NA
NRC - 1st (all types)	UEPVF	\$1.44	NA	NA	NA	NA	NA	NA	NA	NA
Three available features, per month										
NRC - 1st (all types)	UEPVF	NA	NA	NA	NA	\$8.28	\$3.31	NA	\$3.03	NA
NRC - Add'l (all types)		NA	NA	NA	NA	NA	\$3.06	NA	\$4.53	NA
NRC - Disconnect Charge - 1st		NA	NA	NA	NA	NA	\$3.06	NA	\$4.53	NA
							\$8.20	NA	NA	NA

BELLSOUTH'S South RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 29

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect Charge - Add'l		NA	NA	NA	NA	NA	\$8.20	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.34	NA	\$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-Wire Analog VG Port, per month										
NRC - 1st	UEP4A	NA	\$8.74	\$8.47	NA	\$10.13	\$9.60	\$8.69	\$2.28	\$11.11
NRC - Add'l	UEP4A	NA	\$4.76	\$17.16	NA	\$16.43	\$22.98	\$21.69	\$3.50	\$9.93
NRC - Disconnect Charge - 1st	UEP4A	NA	\$4.54	\$17.16	NA	\$16.43	\$22.98	\$21.69	\$3.50	\$9.93
NRC - Disconnect Charge - Add'l	BFR	NA	\$2.82	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
NRC - Incremental Charge - Manual Service Order - 1st	BFR	NA	\$2.64	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	\$21.56	\$18.94	NA	\$18.14	\$25.52	\$26.85	NA	\$20.35
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	\$21.56	\$8.42	NA	\$8.06	\$11.34	\$12.67	NA	\$10.54
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	\$3.84	NA	NA	\$8.94	\$16.06	NA	NA	\$13.32
2-Wire DID Port, per month										
NRC - 1st	UEPP2	\$12.08	\$9.38	\$11.35	NA	\$13.12	\$14.63	\$12.36	\$12.08	\$8.97
NRC - Add'l	UEPP2	\$50.00	\$248.44	\$61.91	NA	\$59.28	\$93.09	\$81.84	\$50.00	\$47.75
NRC - Disconnect Charge - 1st	UEPP2	\$18.00	\$37.49	\$61.91	NA	\$59.28	\$93.09	\$81.84	\$50.00	\$47.75
NRC - Disconnect Charge - Add'l	UEPP2	NA	\$113.28	NA	NA	\$9.20	\$13.48	NA	NA	\$9.21
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	\$7.12	NA	NA	\$9.20	\$13.48	NA	NA	\$8.47
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	\$21.56	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	\$20.35
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	\$21.56	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	\$10.54
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	\$3.84	NA	NA	\$10.39	\$16.07	NA	NA	\$13.32
4-Wire DS1 Port w/DID capability, per month										
NRC - 1st	UEPDD	\$130.23	\$63.31	\$120.80	NA	\$149.27	\$146.46	\$123.65	\$130.23	\$120.00
NRC - Add'l	UEPDD	\$50.00	\$413.93	\$89.44	NA	\$85.63	\$117.81	\$116.59	\$60.00	To be negotiated
NRC - Disconnect Charge - 1st	UEPDD	\$18.00	\$191.44	\$52.46	NA	\$50.23	\$71.18	\$69.92	\$60.00	To be negotiated
NRC - Disconnect Charge - Add'l	UEPDD	NA	\$137.29	NA	NA	\$8.82	\$12.94	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	\$4.65	NA	NA	\$8.82	\$12.94	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	\$21.56	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	\$21.56	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	\$3.84	NA	NA	\$10.39	\$16.06	NA	NA	NA
2-Wire ISDN Port(2) (3), per month										
NRC - 1st	UIPMA	\$16.42	\$10.20	\$13.47	\$12.33	\$23.33	\$51.91	\$24.50	\$33.74	NA
NRC - Add'l	UIPMA	\$63.24	\$156.34	\$47.37	\$90.48	\$46.35	\$63.59	\$62.29	\$65.79	NA
NRC - Disconnect Charge - 1st	UIPMA	\$63.24	\$106.00	\$47.37	\$84.53	\$46.35	\$63.59	\$62.29	\$65.79	NA
NRC - Disconnect Charge - Add'l	UIPMA	\$5.69	\$93.37	NA	NA	\$4.31	\$7.04	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$56.19	\$20.98	NA	NA	\$38.29	\$53.87	\$55.30	\$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$56.19	\$21.56	\$39.98	NA	\$38.29	\$53.87	\$55.30	\$67.52	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$12.97	\$3.84	NA	NA	\$6.65	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$12.97	\$3.84	NA	NA	\$6.65	\$11.34	NA	NA	NA
2-Wire ISDN Port(2) (3) including all available features, per month										
NRC - 1st	UIPMA	NA	NA	NA	NA	NA	NA	NA	\$38.68	\$18.40
NRC - Add'l	UIPMA	NA	NA	NA	NA	NA	NA	NA	\$106.40	\$30.23
NRC - Disconnect Charge - 1st	UIPMA	NA	NA	NA	NA	NA	NA	NA	\$106.40	\$29.49
NRC - Disconnect Charge - Add'l	UIPMA	NA	NA	NA	NA	NA	NA	NA	NA	\$4.10
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	\$41.43

BELL SOUTH U.S. South RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 30

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	\$42.17
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	\$9.80
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	\$9.80
2-Wire ISDN Port(2) (3) including three available features, per month										
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$36.01	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$70.32	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA
4-Wire ISDN DS1 Port, per month										
NRC - 1st	UEPEX	\$186.02	\$95.39	\$163.16	NA	\$194.72	\$213.21	\$179.75	\$214.79	\$308.00
NRC - Add'l	UEPEX	\$244.85	\$417.51	\$186.80	NA	\$181.89	\$244.12	\$241.63	\$278.37	\$148.66
NRC - Disconnect Charge - 1st	UEPEX	\$244.85	\$203.18	\$186.80	NA	\$181.89	\$244.12	\$241.63	\$278.37	\$147.18
NRC - Disconnect Charge - Add'l	UEPEX	\$51.19	\$149.75	NA	NA	\$27.11	\$53.32	NA	NA	\$38.46
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$54.75	\$37.83	NA	NA	\$27.11	\$53.32	NA	NA	\$36.98
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$54.75	\$21.56	\$37.88	NA	\$33.18	\$51.03	\$53.89	\$65.48	\$40.69
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$11.53	\$3.84	\$3.88	NA	\$33.18	\$51.03	\$53.89	\$65.48	\$42.17
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$11.53	\$3.84	NA	NA	\$7.73	\$8.51	NA	NA	\$30.07
4-Wire ISDN DS1 Port including all available features, per month										
NRC - 1st	UEPEX	NA	NA	NA	\$275.48	NA	NA	NA	\$251.00	NA
NRC - Add'l	UEPEX	NA	NA	NA	\$181.27	NA	NA	NA	\$311.73	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	\$116.42	NA	NA	NA	\$311.73	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$65.48	NA
2-Wire Analog Line Port (PBX), per month										
2-Wire Voice Unbundled Combination 2-Way PBX Trunk - Residence	UEPRD	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.18	\$2.35	\$4.63
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPC	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.63
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPPO	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.63
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPPI	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.63
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPLD	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.63
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.63
2-Wire Voice Unbundled 2-Way Combination PBX ALABAMA	UEPTO	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.63
CALLING PORT	UEPA2	\$2.07	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Voice Unbundled 2-Way Combination PBX LOUISIANA	UEPL2	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
CALLING PORT	UEPLD	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.63
2-Wire Voice Unbundled 2-Way Combination PBX TENNESSEE	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	NA
CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	NA
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	\$4.63
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	\$4.63
2-Wire Voice Unbundled PBX LD DDD TERMINAL'S PORT	UEPXC	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.63
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	\$4.63
CAPABLE PORT	UEPXE	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.63
2-Wire Voice Unbundled 2-Way PBX KENTUCKY ROOM AREA	UEPXF	NA	NA	NA	NA	NA	NA	NA	NA	NA
CALLING PORT WITHOUT LUD	UEPXG	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA

BELLSOUTH/S. South RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 31

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT WITHOUT LUD	UEPXH	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT	UEPXJ	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.63
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.63
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	\$4.63
2-WIRE 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	\$4.63
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	\$2.11	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	\$2.11	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT CALLING PORT	UEPXS	\$2.07	\$1.62	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$4.63
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	\$2.35	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	\$4.63
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	\$4.63
UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX									
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
NRC - 1st										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPPC	\$21.93	\$62.56	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	\$9.93
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPRD	\$21.93	\$62.56	\$17.16	\$36.47	\$16.43	\$22.98	\$21.60	\$24.36	\$9.93
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPC	\$21.93	\$62.56	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	\$9.93
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPPO	\$21.93	\$62.56	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	\$9.93
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPPI	\$21.93	\$62.56	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	\$9.93
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPID	\$21.93	\$62.56	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	\$9.93
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPI2	\$21.93	\$62.56	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	\$9.93
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPTO	\$21.93	\$62.56	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	\$9.93
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPA2	\$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPL2	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPLD	\$21.93	\$62.56	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXA	\$21.93	\$62.56	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	\$9.93
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXB	\$21.93	\$62.56	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	\$9.93
	UEPXC	\$21.93	\$62.56	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	\$9.93

BELLSOUTH'S South RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 32

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
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	\$9.93
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD	UEPXE	\$21.93	\$62.56	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	\$9.93
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA	UEPXF	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT	UEPXJ	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL	UEPXL	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY	UEPXM	\$21.93	\$62.56	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	\$9.93
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	\$21.93	\$62.56	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	\$9.93
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL	UEPXP	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY	UEPXQ	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL	UEPXR	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT	UEPXS	\$21.93	\$62.56	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	\$9.93
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS	UEPXT	NA	NA	NA	NA	NA	NA	NA	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX COLLEEVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	\$9.93
Subsequent Activity	USASC	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
MRC - Add'l	UEPRD	\$21.93	\$29.70	\$17.16	\$36.47	\$16.43	\$22.98	\$21.60	\$24.36	\$9.19
2-WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPPC	\$21.93	\$29.70	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	\$9.19
2-WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPO	\$21.93	\$29.70	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	\$9.19
2-WIRE VOICE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPP1	\$21.93	\$29.70	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	\$9.19
2-WIRE VOICE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPPL	\$21.93	\$29.70	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	\$9.19
2-WIRE VOICE UNBUNDLED 2-WAY PBX TRUNK - BUSINESS	UEP72	\$21.93	\$29.70	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	\$9.19
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA	UEP7O	\$21.93	\$29.70	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	\$9.19
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA	UEP72	\$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE	UEP7D	\$21.93	\$29.70	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	\$9.19
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE	UEP7T	NA	NA	NA	NA	NA	NA	NA	NA	\$9.19

Attachment 2
Exhibit C
Rates - Page 33

Version 3Q00:11/07/00

BELLSOUTH'S South RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 34

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NO	SC	TN
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$6.21	\$26.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$6.21	\$26.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$6.21	\$26.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$6.21	\$26.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT CAPABLE PORT	UEPXD	\$6.21	\$26.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXE	\$6.21	\$26.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT	UEPXF	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY PREMIUM CALLING PORT WITHOUT LUD	UEPXG	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXH	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEP XK	NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXL	\$6.21	\$26.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXN	NA	\$26.37	NA	NA	NA	NA	NA	NA	\$3.66
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	\$3.66
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT	UEPXS	\$6.21	\$26.37	NA	NA	\$3.77	\$6.56	NA	NA	\$3.66
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX COLLETSVILLE & MEMPHIS CALLING PORT	UEPYU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPYV	NA	NA	NA	NA	NA	NA	NA	NA	\$3.66
NMC - 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	\$2.92
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$6.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$6.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
LONG DISTANCE TERMINAL PBX TRUNK - BUSINESS	UEPPI	\$6.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPTD	\$6.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	\$6.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92

BELLSOUTH'S South RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 35

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	\$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPLD	\$6.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TOLL TERMINAL HOTEL PORTS	UEPXA	\$6.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TOLL TERMINAL'S PORT	UEPXB	\$6.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TOLL TERMINAL'S PORT	UEPXC	\$6.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TOLL TERMINAL SWITCHBOARD PORT	UEPXD	\$6.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXE	\$6.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT	UEPXF	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY PREMIUM CALLING PORT WITHOUT LUD	UEPXG	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXH	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXM	\$6.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXL	\$6.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	\$2.92
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXO	\$6.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT CALLING PORT	UEPXS	\$6.21	\$1.69	NA	NA	\$3.77	\$6.56	NA	NA	\$2.92
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OSS										
NRC - OSS LSH Change, Electronic, per LSH 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	\$3.50
NRC - Incremental Change - Manual Service Order - 1st	SOMAN	\$27.37	\$21.56	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$41.86	\$20.35
NRC - Incremental Change - Manual Service Order - Add'l	SOMAN	\$12.97	\$21.56	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$14.46	\$10.54

Attachment 2
Exhibit C
Rates - Page 36

171 of 433

BELLSOUTH U.S. South RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 37

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Selective Call Acceptance, per month		\$0.29	NA	NA	NA	NA	\$0.4010	\$0.33	\$0.3263	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Multiline Hunt Service (Rotary)		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Service per line, (in addition to port), per month										
NRC		\$0.11	NA	NA	NA	NA	\$0.1271	\$0.14	\$0.1301	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Call Forwarding Variable, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.05	NA	NA	NA	NA	\$0.0474	\$0.10	\$0.0768	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Call Forwarding Busy Line, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.03	NA	NA	NA	NA	\$0.0279	\$0.08	\$0.0803	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Call Forwarding Don't Answer All Calls, per month		\$0.55	NA	NA	NA	NA	\$0.5466	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
Remote Call Forwarding, per month		\$1.36	NA	NA	NA	NA	\$1.47	\$0.95	\$1.41	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
Call Transfer, per month		\$0.12	NA	NA	NA	NA	\$0.1404	\$0.14	\$0.1392	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
Call Hold, per month		\$0.03	NA	NA	NA	NA	\$0.0190	\$0.15	\$0.0677	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
Toll Restricted Service, per month		\$0.04	NA	NA	NA	NA	\$0.0387	\$0.10	\$0.0743	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
Message Waiting Indicator - Stutter Dial Tone, per month		\$0.03	NA	NA	NA	NA	\$0.0366	\$0.03	\$0.0318	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
Anonymous Call Rejection, per month		\$0.93	NA	NA	NA	NA	\$0.9519	\$1.29	\$1.13	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
Shared Call Appearances of a DN, per month		\$0.41	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	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
Multiple Call Appearances, per month		\$0.09	NA	NA	NA	NA	\$0.0932	\$0.07	\$0.0891	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 Bridged Call Exclusion, per month		\$0.00	NA	NA	NA	NA	\$0.0013	\$0.0011	\$0.0013	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
Call by Call Access, per month		\$28.29	NA	NA	NA	NA	\$50.89	\$19.83	\$0.3621	NA
NRC		\$28.94	NA	NA	NA	NA	\$28.61	\$33.33	\$33.36	NA
NRC - Disconnect		\$5.22	NA	NA	NA	NA	\$5.16	NA	NA	NA
Privacy Release, per month		\$0.01	NA	NA	NA	NA	\$0.0030	\$0.0041	\$0.0116	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
Multi Appearance Directory Number Calls, per month		\$0.10	NA	NA	NA	NA	\$0.1115	\$0.13	\$0.1048	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
Make Set Busy, per month		\$0.01	NA	NA	NA	NA	\$0.0013	\$0.0020	\$0.0101	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA