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TN REGULATORY AUTHORITY
DOCKET ROOM

February 24, 2003

VIA HAND DELIVERY

Hon. Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Time Warner Telecom Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 03-00190

Dear Chairman Kyle:

Enclosed are six paper copies and a CD Rom of the executed interconnection agreement between BellSouth Telecommunications, Inc. and Time Warner Telecom.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Tina Davis, Vice President and Deputy General Counsel, Time Warner Telecom
Carolyn Marek, Vice President Regulatory, Southeast, Time Warner Telecom

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

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

Docket No. _____

PETITION FOR APPROVAL OF THE
INTERCONNECTION AGREEMENT NEGOTIATED
BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND TIME WARNER TELECOM
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Time Warner Telecom ("Time Warner") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Time Warner and BellSouth state the following:

1. Time Warner and BellSouth have recently negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Time Warner. A copy of the Agreement is attached hereto and incorporated herein by reference.

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

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between BellSouth and Time Warner within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier

not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

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

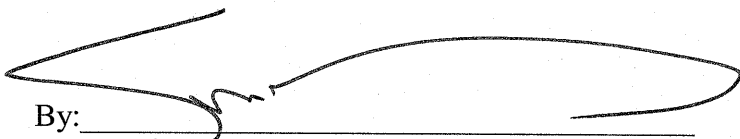
5. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Time Warner and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties.

This 25th day of Feb., 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

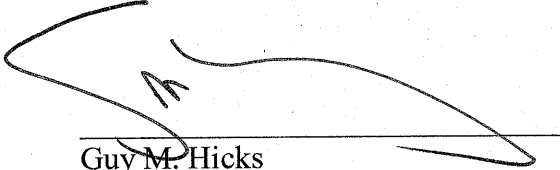
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via United States Mail on the 25th day of Feb., 2003.

Tina Davis
Vice President and Deputy
General Counsel
Time Warner Telecom
10475 Park Meadow Drive
Littleton, CO 80124

Carolyn Marek,
Vice President Regulatory, Southeast
Time Warner Telecom
233 Bramerton Court
Franklin, TN 37069



Guy M. Hicks

BELLSOUTH® / CLEC Agreement

Customer Name: Time Warner Telecom

Time Warner Telecom of Tennessee	2
Title Page	3
Table of Contents	4
GT&Cs Part A	6
GT&Cs Part B	26
Attachment 1	30
Attachment 1 Rates	55
Attachment 2	56
Attachment 2 Rates	129
Attachment 2 Exhibit C	173
Attachment 3	291
Attachment 3 Rates	320
Attachment 3 Exhibit F	322
Attachment 4	337
Attachment 4 Rates	376
Attachment 5	381
Attachment 6	386
Attachment 7	393
Attachment 7 Rates	409
Attachment 8	410
Attachment 9	412
Attachment 10	565
Attachment 11	574

By and Between
BellSouth Telecommunications, Inc.
And
Time Warner Telecom

**INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
TIME WARNER TELECOM**

TABLE OF CONTENTS

General Terms and Conditions Part A

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

General Terms and Conditions Part B

Definitions

TABLE OF CONTENTS (cont'd)

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

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

Attachment 9 - Performance Measurements

Attachment 10- BellSouth Disaster Recovery Plan

Attachment 11–Bona Fide Request/New Business Request Process

AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and Time Warner Telecom of Mid-South L.P. (“TWTC”), and shall be deemed effective thirty business days following the date of the last signature of both Parties (“Effective Date”). This Agreement may refer to either BellSouth or TWTC or both as a “Party” or “Parties.”

W I T N E S S E T H

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

WHEREAS, TWTC is a Competitive Local Exchange Carrier (“CLEC”) authorized to provide telecommunications services in the state of Tennessee; and may later become authorized to provide such services in other states in which BellSouth is so authorized; and

WHEREAS, TWTC wishes to resell BellSouth’s telecommunications services and purchase network elements and other services, and, solely in connection therewith, may wish to utilize Collocation Space or space available pursuant to Adjacent Arrangement (all as defined in Attachment 4 of this Agreement); and

WHEREAS, the Parties wish to interconnect their telecommunications network facilities and exchange traffic pursuant to Sections 251 and 252 of the Act.

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

1. CLEC Certification

1.1 TWTC agrees to provide BellSouth in writing the certificate number or docket number, for the docket pending certification, for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval.

1.2 Additionally, TWTC will notify BellSouth in writing when it becomes certified or has a docket pending certification to operate in any other state in the BellSouth region. Upon notification, BellSouth will file this Agreement with the appropriate Commission for approval.

2. Term of the Agreement

- 2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state of Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 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").
- 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.
- 2.4 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, this Agreement shall be deemed extended on a month-to-month basis. Upon conversion to a month-to-month term, either Party, in its discretion may terminate this Agreement upon sixty (60) days notice to the other Party; provided, however, the Agreement cannot be terminated prior to 180 days after the original expiration date. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to provide services to TWTC pursuant to (1) the terms, conditions and rates set forth in BellSouth's standard interconnection agreement then in effect and made available to CLECs requesting negotiations pursuant to Section 251 of the Act, or (2) an agreement adopted by TWTC pursuant to Section 13 of this Agreement. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement. In the event that the Parties begin operating under BellSouth's standard interconnection agreement or an agreement adopted by TWTC, the Parties may continue to negotiate a Subsequent Agreement or may continue to pursue arbitration of a Subsequent Agreement before the Commission. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise.

3. Operational Support Systems

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

4. Parity

The services and service provisioning that BellSouth provides TWTC for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. In connection with resale, BellSouth will provide

TWTC with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable TWTC to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users. BellSouth shall also provide TWTC with unbundled network elements, and access to those elements, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other CLEC, including preordering, ordering, provisioning, maintenance and trouble reporting, and daily usage functionality. Each Party will provide number portability to its customers with minimum impairment of functionality, quality, reliability and convenience.

5. White Pages Listings

5.1 BellSouth shall provide TWTC and their customers access to White Pages directory listings under the following terms:

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

5.2.1 Rates. TWTC shall provide its Subscriber Listing Information (“SLI”) to BellSouth in accordance with Section 5.3 below, and BellSouth shall provide to TWTC one (1) primary White Pages listing per TWTC subscriber at no charge other than applicable service order charges as set forth in BellSouth’s tariffs.

5.3 Procedures for submitting TWTC SLI are found in the BellSouth Business Rules for Local Ordering.

5.4 Notwithstanding any provision(s) to the contrary, TWTC shall provide to BellSouth, and BellSouth shall accept, TWTC’s SLI relating to TWTC’s customers in the geographic area(s) covered by this Interconnection Agreement.

5.5 Release of SLI to Third Parties. TWTC authorizes BellSouth to release all such TWTC SLI provided to BellSouth by TWTC to qualifying third parties via either license agreement or BellSouth’s Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such TWTC SLI shall be intermingled with BellSouth’s own customer listings and listings of any other CLEC that has authorized a similar release of SLI.

5.5.1 No compensation shall be paid to TWTC for BellSouth’s receipt of TWTC 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 TWTC’s SLI, or costs on an ongoing basis to administer the release of TWTC SLI, TWTC shall pay to BellSouth its proportionate share of the reasonable costs associated

therewith. At any time that costs may be incurred to administer the release of TWTC's SLI, TWTC will be notified. If TWTC does not wish to pay its proportionate share of these reasonable costs, TWTC will instruct BellSouth in writing that it does not wish to release its SLI to independent publishers.

- 5.5.2 Where TWTC provides SLI to BellSouth for release to third parties as described in this Section 5.5, neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by TWTC under this Agreement, and TWTC 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 TWTC listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to TWTC any complaints received by BellSouth relating to the accuracy or quality of TWTC listings
- 5.5.3 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.6 Unlisted/Non-Published Subscribers. TWTC will be required to provide to BellSouth the names, addresses and telephone numbers of all TWTC customers who wish to be omitted from directories. Unlisted/Non-Published Subscriber listings will be offered at tariff rates as set forth in the GSST.
- 5.7 Inclusion of TWTC Customers in Directory Assistance Database. BellSouth will include and maintain TWTC subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and TWTC shall provide such Directory Assistance listings at no recurring charge. BellSouth and TWTC will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.
- 5.8 Listing Information Confidentiality. BellSouth and its agents will accord TWTC's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to TWTC's customer proprietary confidential directory information to those BellSouth employees or agents with the need to know for the purpose of preparation of listings or directories.
- 5.9 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.10 Directories. BellSouth or its agent shall make available White Pages directories to TWTC subscribers at no charge or as specified in a separate BellSouth Advertising and Publishing Corporation ("BAPCO") agreement.

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

- 6.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for TWTC, 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 TWTC 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 TWTC End Users for the same length of time as it maintains such information for its own End Users.
- 6.2 Subpoenas Directed to TWTC. Where BellSouth is providing to TWTC Telecommunications Services for resale or providing to TWTC the local switching function, then TWTC agrees that in those cases where TWTC receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to TWTC End Users, and where TWTC does not have the requested information, TWTC will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 6.1 above.
- 6.3 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.
7. **Liability and Indemnification**
- 7.1 Liability. In the event that either Party consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of the other Party under this Agreement.
- 7.2 Liability for Acts or Omissions of Third Parties. Neither Party shall be liable to the other Party for any act or omission of another telecommunications company providing services to such other Party.
- 7.3 Limitation of Liability
- 7.3.1 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 attorneys' 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.
- 7.3.2 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.

- 7.3.3 Neither BellSouth nor TWTC 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.
- 7.3.4 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.
- 7.3.5 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.
- 7.4 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.
- 7.5 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.

8. Intellectual Property Rights and Indemnification

- 8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Both Parties are strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any name, service mark or trademark (collectively, the “Marks”) of the other Party. The Marks of a Party include those Marks owned directly by such Party and those Marks that such Party has a legal and valid license to use.
- 8.2 Ownership of Intellectual Property. Any intellectual property that 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.
- 8.3 Indemnification. The Party providing a service pursuant to this Agreement will indemnify, hold harmless, and defend the Party receiving such service or data provided as a result of such service against claims of intellectual property infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify and defend the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 preceding.
- 8.4 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:

- 8.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 8.4.2 obtain a license sufficient to allow such use to continue.
- 8.4.3 In the event Section 8.4.1 or 8.4.2 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. However, the termination of a particular service under this Section does not relieve the Party of its obligation to provide any service required under the Act, the regulations thereunder or by the Commission.
- 8.5 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.
- 8.6 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.
- 8.7 Dispute Resolution. Any claim arising under this Section 8 shall be excluded from the dispute resolution procedures set forth in Section 10 and shall be brought in a court of competent jurisdiction.
- 9. Proprietary and Confidential Information**
- 9.1 Proprietary and Confidential Information. It may be necessary for BellSouth and TWTC, 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 conspicuously 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 conspicuously marked with a confidential or proprietary legend.

- 9.2 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.
- 9.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 9.3.1 (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.
- 9.4 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 FCC 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, or where required by law, regulation, court order or otherwise legally compelled (e.g., by the FCC or a Commission) provided that Recipient provides Discloser with prompt notice of such requirement and cooperates in good faith in ensuring proper confidential protection for such disclosure.
- 9.5 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.
- 9.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application that is now or may hereafter be owned by the Discloser.
- 9.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 9 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.

10. 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.

11. Taxes

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

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

11.2.1 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.

11.2.2 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.

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

11.3.1 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.

11.3.2 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 and the providing Party may collect any such taxes and fees, which were assessed by or paid to an appropriate taxing authority within the statute of limitations period regardless of whether they are actually billed by the providing Party at the time that the respective service is billed. If the providing Party fails to bill or to collect any taxes or fees herein, then as between the providing Party and purchasing Party,

the providing Party shall be liable for any penalty assessed with respect to such uncollected taxes or fees by such authority.

- 11.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party furnishes the providing Party with a letter signed by an authorized representative of the purchasing Party claiming an exemption and identifying the applicable law that both allows such exemption and does not require an exemption certificate. 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.
- 11.3.4 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 plus any interest thereon.
- 11.3.5 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.
- 11.3.6 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 except to the extent any interest, penalty or other charges or expenses are due to the negligent acts or willful misconduct of providing Party.

- 11.3.7 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.
- 11.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 11.4.1 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.
- 11.4.2 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. If the providing Party fails to bill or to collect any taxes or fees herein, then as between the providing Party and purchasing Party, the providing Party shall be liable for any penalty assessed with respect to such uncollected taxes or fees by such authority.
- 11.4.3 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.
- 11.4.4 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 and any interest thereon.
- 11.4.5 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.
- 11.4.6 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 attorneys'

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, except to the extent any interest, penalty or other charges or expenses are due to the negligent acts or willful misconduct of providing Party.

11.4.7 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.

11.5 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.

12. **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 written 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.

13. **Adoption of Agreements**

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

14. Modification of Agreement

- 14.1 If either Party 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 such Party to notify the other Party of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change. Upon such notification, and subject to the provisions of Section 19, the other Party agrees to cooperate in good faith and with due diligence to amend this Agreement as appropriate and to take all reasonable steps necessary to effectuate the name change.
- 14.2 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.
- 14.3 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 TWTC or BellSouth to perform any material terms of this Agreement, TWTC 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.

15. Non-waiver of Legal Rights

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

16. Indivisibility

Without prejudice to TWTC's rights under Section 13 above and Section 252 (i) of the Act, the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of Collocation Space (or space pursuant to Adjacent Arrangement) under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that neither Party would have contracted with respect to the provisioning of Collocation Space (or space pursuant to Adjacent Arrangement) if the covenants and promises of the other

Party with respect to the other services provided for under this Agreement had not been made. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recoupable against other payment obligations under this Agreement.

17. Waivers

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

18. Governing Law

This Agreement shall be governed by and construed in accordance with federal and applicable state telecommunications law, where applicable. In all other respects, this Agreement shall be governed by and construed in accordance with the laws of the state where the service is performed.

19. Assignments

Any assignment by either Party to any 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, except as otherwise hereinafter provided. A Party may assign this Agreement in whole or in part to an Affiliate of the Party or any entity succeeding a Party by sale, merger acquisition, or otherwise without the consent of the other Party; provided, however, that the assignee is authorized as a CLEC in all states covered by this Agreement. The assigning Party shall notify the other Party in writing of such assignment at least 30 days prior to the effective date thereof and, provided further, if the assignee is an assignee of TWTC, 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. In addition to the foregoing, either Party may assign its rights to payments hereunder to a commercial lending institution (a "Commercial Lender") upon sixty (60) days notice to the other Party; provided that any such assignment shall not affect either Party's obligations under this Agreement, regardless of whether the assigning Party is in default as to the assignee. In the event that a Party to this Agreement (the "Assigning Party")

assigns its rights to receive payment hereunder to a Commercial Lender pursuant to the previous sentence, the other Party hereto (the Obligated Party) shall retain the right to set-off against such assigned payment obligations any amounts owed to the Obligated Party by the Assigning Party, notwithstanding any notification given by the Commercial Lender to the Obligated Party, and notwithstanding any other provision set forth in Section 9-404(a) or (b) of the Uniform Commercial Code or equivalent thereof as in effect pursuant to the Governing Law section of this Agreement. Any such assignment to a Commercial Lender that could result in the assignee or a designee of the assignee operating as a carrier under this Agreement shall be void.

20. Notices

- 20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered 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

Time Warner Telecom

Tina Davis, V.P. Deputy General Counsel
Time Warner Telecom
10475 Park Meadow Drive
Littleton, CO 80124

With a copy to:

Carolyn Marek, V.P. Regulatory, Southeast
Time Warner Telecom
233 Bramerton Court
Franklin, TN 37069

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

20.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is actually received as may be evidenced by a return receipt or equivalent and notice by recognized overnight delivery service is effective when received as evidence by a signed delivery receipt, or if rejected by the recipient Party, notice shall be presumed received on the date of rejection.

20.3 Notwithstanding the foregoing, BellSouth may provide TWTC notice via Internet posting of price changes, and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will also post changes to guides and processes referenced in this agreement, 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.

21. 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.

22. Multiple Counterparts

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

23. Filing of Agreement

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

24. Compliance with Applicable Law

Each Party shall comply at its own expense with applicable law.

25. 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.

26. 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 condition withhold or delay such consent or agreement.

27. 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, nor does it obligate either Party to provide or purchase any services (except insofar as BellSouth may be obligated to provide access to Interconnection, services and Network Elements to TWTC as a requesting carrier under the Act).

28. 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.

29. Entire Agreement

29.1 This Agreement and its Attachments sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of such prior agreements. 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.

29.2 This Agreement includes Attachments with provisions for the following:

Resale
Network Elements and Other Services
Network Interconnection
Collocation
Access to Numbers and Number Portability
Pre-Ordering, Ordering and Provisioning, Maintenance and Repair
Billing and Billing Accuracy Certification

Rights-of-Way, Conduits and Pole Attachments
Performance Measurements
BellSouth Disaster Recovery Plan
Bona Fide Request/New Business Request Process

- 29.3 The following services are included as options for purchase by TWTC pursuant to the terms and conditions set forth in this Agreement. TWTC 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

30. References to Guides

The Parties acknowledge that certain provisions of this Agreement incorporate by reference various BellSouth documents and publications (collectively referred to herein as the “Provisions”) and that BellSouth may, from time to time during the term hereof, change or alter said Provisions, which changes shall become effective pursuant to the terms of the notice to TWTC via the applicable Internet website posting. The Parties agree that unless the change or alteration was made as a result of the Change Control Process (CCP) or a revision to an industry standard or guideline (such as Ordering Billing Forum (OBF) or Telcordia guidelines), or unless TWTC agrees to such change or alteration, any such change or alteration shall not become effective with respect to TWTC to the extent that (1) it alters, amends or conflicts with any term of this Agreement; (2) it changes any charge or rate, or the application of any charge or rate, specified in this Agreement; or (3) it causes TWTC to incur material cost or expense to implement internal operational changes or systems modifications associated with the change or alteration. For purposes of item (3), a cost or expense shall only be deemed material if it imposes a financial burden on TWTC, but shall not include costs associated with disseminating notice of the change or providing training regarding the change to employees. In the event that the Parties disagree as to whether any alteration or amendment described in this Section is effective as to TWTC pursuant to the requirements of this Section, either Party may, at its option, file a formal complaint with the Commission pursuant to the dispute resolution provisions of this Agreement.

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

BellSouth Telecommunications, Inc.

**Time Warner Telecom of Mid-South
L.P.**

**By: Time Warner Telecom General
Partnership, its general partner**

**By: Time Warner Telecom Holdings
Inc., its managing general partner**

By: Signature on File

By: Signature on File

Name: Patrick C. Finlen

Name: Tina Davis

Title: Asst. Director

Title: Vice President/General Counsel

Date: January 23, 2003

Date: January 14, 2003

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

DEFINITIONS

Capitalized Terms used in this Agreement shall have the respective meanings specified below of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

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.

Call Termination has the meaning set forth for “termination” in 47CFR § 51.701(d).

Call Transport has the meaning set forth for “transport” in 47 CFR § 51.701(c).

Call Transport and Termination For the purposes of Attachment 3, Call Transport and Termination is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

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

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

Common (Shared) Transport For the purposes of Attachment 3 Common (Shared) Transport is defined as the transport of the originating Party’s traffic by the terminating Party over the terminating Party’s common (shared) facilities between (1) the terminating Party’s tandem switch and end office switch, (2) between the terminating Party’s tandem switches, and/or (3) between the terminating Party’s host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (“LERG”).

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

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

Dedicated Interoffice Facility For the purposes of Attachment 3, Dedicated Interoffice Facility is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

End Office Switching For the purposes of Attachment 3, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

End User means the ultimate consumer of the Telecommunications Service.

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

Fiber Meet as described in Attachment 3, is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

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

Interconnection Point ("IP") For the purposes of Attachment 3, Interconnection Point ("IP") is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Time Warner.

ISP-bound Traffic is as defined in Attachment 3, Section 7 of this Agreement.

Local Channel For the purposes of Attachment 3, Local Channel is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.

Local Traffic is as defined in Attachment 3, of this Agreement.

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

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

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

Percent of Interstate Usage (“PIU”) is as described in Attachment 3.

Percent Local Usage (“PLU”) is as described in Attachment 3.

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

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

Serving Wire Center For the purposes of Attachment 3, Serving Wire Center (“SWC”) is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.

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

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

Tandem Switching For the purposes of Attachment 3, Tandem Switching is defined as the function that establishes a communications path between two

switching offices through a third switching office through the provision of trunk side to trunk side switching.

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(s) 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.).

Transit Traffic For the purposes of Attachment 3, Transit Traffic is traffic originating on TWTC's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to TWTC's network.

Attachment 1

Resale

Table of Contents

1. Discount Rates	3
2. Definition of Terms.....	3
3. General Provisions.....	4
4. BellSouth's Provision of Services to TWTC	8
5. Maintenance of Services.....	9
6. Establishment of Service	9
7. Discontinuance of Service.....	10
8. Operator Services (Operator Call Processing and Directory Assistance)	10
9. Line Information Database (LIDB)	14
10. RAO Hosting	14
11. Optional Daily Usage File (ODUF).....	14
12. Enhanced Optional Daily Usage File (EODUF).....	14
Resale Restrictions	Exhibit A
Line Information Database (LIDB) Storage Agreement	Exhibit B
Optional Daily Usage File (ODUF)	Exhibit C
Enhanced Option Daily Usage File (EODUF)	Exhibit D
Resale Discounts and Rates	Exhibit E

RESALE

1. Discount Rates

- 1.1 The discount rates applied to TWTC purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit E. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- 1.2 The telecommunications services available for purchase by TWTC for the purposes of resale to TWTC's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit E to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

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 consumer 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 TWTC, 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 TWTC for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.
- 3.1.1 When TWTC 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.
- 3.1.2 In Tennessee, if TWTC provides its own operator services and directory services, the discount shall be 21.56%. TWTC 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%.
- 3.2 TWTC 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 TWTC must resell services to other End Users.
- 3.2.2 TWTC cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.
- 3.3 TWTC 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 TWTC for said services.
- 3.4 TWTC 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 TWTC. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of TWTC. 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 TWTC 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 the BellSouth Product and Services Interval Guide.
- 3.5.2 BellSouth and TWTC 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 TWTC to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 Where BellSouth provides local switching or resold services to TWTC, BellSouth will provide TWTC with on line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. TWTC acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. TWTC 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, TWTC shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 3.8 BellSouth will allow TWTC to designate up to 100 intermediate telephone numbers per CLLIC, for TWTC's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. TWTC acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area ("NPA"); or 2) where a rate center has less than six months supply of numbering resources.
- 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 TWTC's End Users, pursuant to Section 7 of the General Terms and Conditions.
- 3.13 If TWTC 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, TWTC 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 TWTC remain the property of BellSouth.
- 3.15 White page directory listings for TWTC End Users will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.16 Service Ordering and Operational Support Systems ("OSS")
- 3.16.1 TWTC must order services through resale interfaces, i.e., the Local Carrier Service Center ("LCSC") and/or appropriate Resale Account Teams pursuant to this Agreement. BellSouth has developed and made available interactive interfaces by which TWTC may submit LSRs electronically as set forth in Attachment 6 of this Agreement. Service orders will be in a standard format designated by BellSouth.
- 3.16.2 LSRs submitted by means of one of these interactive interfaces shall incur an OSS electronic charge as set forth in Exhibit E to this Agreement. An individual LSR shall 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.) shall incur a manual order charge as set forth in Exhibit E to this Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 3.16.3 Denial/Restoral OSS Charge. In the event TWTC 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.
- 3.16.4 Cancellation OSS Charge. TWTC will incur an OSS charge for an accepted LSR that is later canceled.

- 3.16.5 Threshold Billing Plan. TWTC 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 percentage of 90% in the year 2001. The threshold plan will be discontinued in 2002.
- 3.16.5.1 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.
- 3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
 - Call Forward Busy Line ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.
- 3.19 BellSouth shall provide branding for, or shall unbrand, voice mail services for TWTC 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 TWTC acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to TWTC that Special Assembly at the wholesale discount at TWTC's option. TWTC 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 TWTC customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate TWTC 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

TWTC 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 TWTC 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 TWTC, and TWTC 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 TWTC

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 TWTC to establish authenticity of use. Such audit shall not occur more than once in a calendar year. TWTC 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 TWTC 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 A 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 TWTC may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

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

5. Maintenance of Services

- 5.1 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.
- 5.2 TWTC 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.
- 5.3 TWTC accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 TWTC will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, TWTC shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill TWTC 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.
- 5.7 BellSouth reserves the right to contact TWTC'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, TWTC will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for TWTC'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.
- 6.1.2 TWTC shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that TWTC 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 TWTC's End

User customer. TWTC must, however, be able to demonstrate End User authorization upon request.

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

7. Discontinuance of Service

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

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

- 7.1.2 At the request of TWTC, BellSouth will disconnect a TWTC End User customer.

- 7.1.3 All requests by TWTC for denial or disconnection of an End User for nonpayment must be in writing.

- 7.1.4 TWTC will be made solely responsible for notifying the End User of the proposed disconnection of the service.

- 7.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise TWTC 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 TWTC and/or the End User against any claim, loss or damage arising from providing this information to TWTC. It is the responsibility of TWTC 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.)

8.0 Operator Services (Operator Call Processing and Directory Assistance)

- 8.1 Operator Services provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls); (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance.

- 8.2 Upon request for BellSouth Operator Call Processing, BellSouth shall:

- 8.2.1 Process 0+ and 0- dialed local calls.

- 8.2.2 Process 0+ and 0- intraLATA toll calls.
- 8.2.3 Process calls that are billed to TWTC end user's calling card that can be validated by BellSouth.
- 8.2.4 Process person-to-person calls.
- 8.2.5 Process collect calls.
- 8.2.6 Provide the capability for callers to bill a third party and shall also process such calls.
- 8.2.7 Process station-to-station calls.
- 8.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
- 8.2.9 Process emergency call trace originated by Public Safety Answering Points.
- 8.2.10 Process operator-assisted directory assistance calls.
- 8.2.11 Adhere to equal access requirements, providing TWTC local end users the same IXC access that BellSouth provides its own operator service.
- 8.2.12 Exercise at least the same level of fraud control in providing Operator Service to TWTC that BellSouth provides for its own operator service.
- 8.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 8.2.14 Direct customer account and other similar inquiries to the customer service center designated by TWTC.
- 8.2.15 Provide call records to TWTC in accordance with ODUF standards.
- 8.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 8.3 Directory Assistance Service
 - 8.3.1 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.
 - 8.3.2 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by TWTC's end user. BellSouth shall provide caller-

optional directory assistance call completion service at rates contained in Exhibit E to one of the provided listings.

8.3.3 Directory Assistance Service Updates

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

8.3.3.1.1 New end user connections

8.3.3.1.2 End user disconnections

8.3.3.1.3 End user address changes

8.3.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

8.4 Branding for Operator Call Processing and Directory Assistance

8.4.1 BellSouth's branding feature provides a definable announcement to TWTC end users using Directory Assistance ("DA")/ Operator Call Processing ("OCP") prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows TWTC's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are as set forth in Exhibit E.

8.4.2 BellSouth offers three (3) service levels of branding to TWTC when ordering BellSouth's Directory Assistance and Operator Call Processing.

8.4.2.1 Service Level 1 - BellSouth Branding

8.4.2.2 Service Level 2 - Unbranding

8.4.2.3 Service Level 3 - Custom Branding

8.4.3 Where TWTC resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route TWTC's end user calls to that provider through Selective Carrier Routing.

8.4.4 Branding Options

8.4.4.1 Selective Call Routing using Line Class Codes ("SCR-LCC") provides the capability for TWTC to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

- 8.4.4.2 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service and certain PBX services.
- 8.4.4.3 Where available, TWTC specific and unique line class codes are programmed in each BellSouth end office switch where TWTC intends to service end users with customized OCP/DA branding. The line class codes specifically identify TWTC's end users so OCP/DA calls can be routed over the appropriate trunk group to the request OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and TWTC intends to provide TWTC-branded OCP/DA to its end users in these multiple rate areas.
- 8.4.4.4 BellSouth Branding is the Default Service Level.
- 8.4.4.5 SCR-LCC supporting Custom Branding and Self Branding require TWTC to order dedicated trunking from each BellSouth end office identified by TWTC, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the TWTC Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set for in applicable BellSouth Tariffs.
- 8.4.4.6 Unbranding-Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by TWTC to the BellSouth Tops. The calls are routed to "No Announcement."
- 8.4.4.7 The rates for SCR-LCC are as set forth in Exhibit E of this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office.
- 8.4.4.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening ("OLNS") software. When utilizing this method of Unbranding or Custom Branding, TWTC shall not be required to purchase direct trunking.
- 8.4.4.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, TWTC must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, TWTC must submit a manual order form which requires, among other things, TWTC's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. TWTC shall provide updates to such forecast on a quarterly

basis and at any time such forecasted traffic volumes are expected to change significantly. Upon TWTC's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all TWTC end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

- 8.4.4.10 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Exhibit E of this Attachment. In addition to the charges for Unbranding and Custom Branding via OLNS software, TWTC shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in Exhibit E of this Attachment.

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 B.
- 9.2 BellSouth will provide LIDB Storage upon written request to TWTC'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 C. Rates for ODUF are as set forth in Exhibit E 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 D. Rates for EODUF are as set forth in Exhibit E of this Attachment.
- 12.2 BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 5)

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
3 Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7 MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Non-RecurCharges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11 End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13 Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Applicable Notes:																		
1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.																	
2.	Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.																	
3.	In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:																	
	(a) the stated tariff rate, less the wholesale discount;																	
	(b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)																	
4.	Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.																	
5.	Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.																	

LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

- 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 that 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 TWTC.
- 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 TWTC.

II. General

- 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 TWTC and pursuant to which BellSouth, its LIDB customers and TWTC shall have access to such information. In addition, this Agreement sets forth the terms and conditions for TWTC's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. TWTC 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 TWTC, 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 TWTC'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 are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether TWTC has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

BellSouth is authorized to 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.

3. Fraud Control

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 TWTC of fraud alerts so that TWTC may take action it deems appropriate.

III. Responsibilities of the Parties

A. BellSouth will administer all data stored in the LIDB, including the data provided by TWTC pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to TWTC 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.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection

customers (“B&C Customers”) query BellSouth’s LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate TWTC’s data from BellSouth’s data, the following shall apply:

- (1) TWTC will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for TWTC’s End User accounts which are resident in LIDB pursuant to this Agreement. TWTC authorizes BellSouth to place such charges on TWTC’s bill from BellSouth and shall pay all such charges, including, but are not limited to, collect and third number calls.
- (2) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.
- (3) TWTC shall have the responsibility to render a billing statement to its End Users for these charges, but TWTC shall pay BellSouth for the charges billed regardless of whether TWTC collects from TWTC’s End Users.
- (4) BellSouth shall have no obligation to become involved in any disputes between TWTC and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to TWTC. It shall be the responsibility of TWTC and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP ARRANGEMENTS

1. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. TWTC 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.
2. 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 TWTC. BellSouth will not issue line-based calling cards in the name of TWTC’s individual End Users. In the event that TWTC wants to include calling card numbers assigned by TWTC in the BellSouth LIDB, a separate agreement is required.

IV. Fees for Service and Taxes

- A. TWTC will not be charged a fee for storage services provided by BellSouth to TWTC, as described in this LIDB Resale Storage 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 TWTC in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Optional Daily Usage File

1. Upon written request from TWTC, BellSouth will provide the Optional Daily Usage File (ODUF) service to TWTC pursuant to the terms and conditions set forth in this section.
2. TWTC shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
3. The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a TWTC customer.

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

4. The ODUF 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 TWTC's billing system will be the responsibility of TWTC. If, however, TWTC should encounter significant volumes of errored messages that prevent processing by TWTC within its systems, BellSouth will work with TWTC to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the ODUF feed.

6.1 **Usage To Be Transmitted**

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

- 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 TWTC.

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

6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to TWTC via an agreed medium with CONNECT:Direct being the preferred transport method. The ODUF feed will be a variable block format (2476) with an LRECL of 2472. The data on the ODUF 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) will be required between BellSouth and TWTC for the purpose of data transmission. Where a dedicated line is required, TWTC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. TWTC 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 an individual 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 TWTC. Additionally, all message toll charges associated with the use of the dial circuit by TWTC will be the responsibility of TWTC. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on TWTC end for the purpose of data transmission will be the responsibility of TWTC.

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

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

6.5 Control Data

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

6.6 Testing

- 6.6.1 Upon request from TWTC, BellSouth shall send test files to TWTC 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 TWTC set up a production (LIVE) file. The live test may consist of TWTC's employees making test calls for the types of services TWTC requests on the Optional Daily Usage File. These test calls are logged by TWTC, 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 TWTC, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to TWTC 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. TWTC 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 TWTC's monthly bills. The charges are as set forth in Exhibit E 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 TWTC will be the responsibility of TWTC. If, however, TWTC should encounter significant volumes of errored messages that prevent processing by TWTC within its systems, BellSouth will work with TWTC to determine the source of the errors and the appropriate resolution.
 7. The following specifications shall apply to the ODUF feed.
- 7.1 **Usage To Be Transmitted**
 - 7.1.1 The following messages recorded by BellSouth will be transmitted to TWTC:

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

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

7.2 Physical File Characteristics

7.2.1 The EODUF feed will be distributed to TWTC over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among TWTC'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 TWTC for the purpose of data transmission. Where a dedicated line is required, TWTC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. TWTC 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 an individual 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 TWTC. Additionally, all message toll charges associated with the use of the dial circuit by TWTC will be the responsibility of TWTC. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on TWTC's end for the purpose of data transmission will be the responsibility of TWTC.

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

RESALE DISCOUNTS AND RATES

Attachment 1
Page 1
Exhibit E

	ALABAMA	FLORIDA	GEORGIA	KENTUCKY	LOUISIANA	MISSISSIPPI	NORTH CAROLINA	SOUTH CAROLINA	TENNESSEE
APPLICABLE DISCOUNTS									
RESIDENCE	16.3%	21.83%	20.3%	16.79%	20.72%	15.75%	21.5%	14.8%	16%
BUSINESS	16.3%	16.81%	17.3%	15.54%	20.72%	15.75%	17.6%	14.8%	16%
CSAs*					9.05%			8.98%	
* Unless noted in this row, the discount for Business will be the applicable discount rate for CSAs.									
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES									
<u>ELEMENT</u>	<u>USOC</u>								
Electronic LSR	SOMECS	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
Manual LSR	SOMAN	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

1	INTRODUCTION.....	3
2	UNBUNDLED LOOPS.....	4
3	HIGH FREQUENCY SPECTRUM NETWORK ELEMENT.....	26
4	LOCAL SWITCHING.....	32
5	UNBUNDLED NETWORK ELEMENT COMBINATIONS.....	39
6	TRANSPORT, CHANNELIZATION AND DARK FIBER	46
7	BELLSOUTH SWITCHED ACCESS (“SWA”) 8XX TOLL FREE DIALING TEN DIGIT SCREENING SERVICE.....	51
8	LINE INFORMATION DATABASE (LIDB).....	51
9	SIGNALING	54
10	OPERATOR SERVICE AND DIRECTORY ASSISTANCE	60
11	AUTOMATIC LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM (ALI/DMS).....	65
12	CALLING NAME (CNAM) DATABASE SERVICE.....	66
13	SERVICE CREATION ENVIRONMENT AND SERVICE MANAGEMENT SYSTEM (SCE/SMS) ADVANCED INTELLIGENT NETWORK (AIN) ACCESS	67
14	BASIC 911 AND E911	68
15	OPERATIONAL SUPPORT SYSTEMS (OSS).....	69
	LIDB Storage Agreement	Exhibit A
	Rates	Exhibit B
	BellSouth Services and Interval Guide	Exhibit C

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

- 1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to TWTC in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other services BellSouth makes available to TWTC. The price for each Network Element and combination of Network Elements and other services are set forth in Exhibit B of this Agreement. Unless otherwise specifically noted by the Parties in this Agreement, where the Commission has adopted or approved a rate for a Network Element or a combination of Network Elements, the Parties intend that the Commission adopted or approved rate will apply to such Network Element or combination. In the event that any rate set forth in Exhibit B differs from the Commission adopted or approved rate for that Network Element or combination, if any, the Parties will amend this Agreement to reflect the Commission adopted or approved rate, unless otherwise mutually agreed. If the rate in Exhibit B differs from the Commission approved rate due to an error or mistake of the Parties in including herein the Commission approved rate as of the date of this Agreement, the Party harmed by the error may file a billing dispute pursuant to Attachment 7 of this Agreement to obtain an adjustment in the rate. Additionally, the provision of a particular Network Element or service may require TWTC to purchase other Network Elements or services.
- 1.2 For purposes of this Agreement, “Network Element” is defined to mean a facility or equipment TWTC used in the provision of a telecommunications service. For purposes of this Agreement, combinations of Network Elements shall be referred to as “Combinations.”
- 1.3 BellSouth shall, upon request of TWTC, and to the extent technically feasible, provide to TWTC access to its Network Elements for the provision of TWTC’s telecommunications services. If no rate is identified in this Agreement, 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 TWTC may purchase Network Elements and other services from BellSouth for the purpose of combining such network elements in any manner TWTC chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop Network Elements which are located outside of the central office, BellSouth shall deliver the Network Elements purchased by TWTC to the designated TWTC collocation space.
- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.

1.6 Rates

- 1.6.1 Subject to Section 1.1 above, the prices that TWTC shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit B to this Attachment. If TWTC purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.
- 1.6.2 Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference.
- 1.6.3 If TWTC modifies an order (Order Modification Charge (“OMC”)) after being sent a Firm Order Confirmation (“FOC”) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by TWTC in accordance with FCC No. 1 Tariff, Section 5.
- 1.6.4 A one-month minimum billing period shall apply to all UNE conversions or new installations.

2 Unbundled Loops

2.1 General

- 2.1.1 The local loop Network Element (“Loop”) 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.
- 2.1.2 The provisioning of a Loop to TWTC’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 separate components, that are not considered a part of the Loop, and thus, have a separate charge.
- 2.1.3 To the extent available within BellSouth’s network at a particular location, BellSouth will offer Loops capable of supporting telecommunications services. If a requested loop type is not available, and cannot be made available through BellSouth’s Unbundled Loop Modification process as described pursuant BellSouth’s FCC Tariff Number 2, then TWTC can use the Special Construction process to request that BellSouth place facilities in order to meet TWTC’s loop requirements. Standard Loop intervals shall not apply to the Special Construction process.

- 2.1.4 Where facilities are available, BellSouth will install Loops in compliance with, Exhibit C of this Attachment (i.e., BellSouth's Products and Services Interval Guide) For orders of 15 or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 2.1.5 In the absence of a national industry standard, the Loop shall be provided to TWTC in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification.
- 2.1.6 TWTC may utilize the unbundled Loops to provide any telecommunications service it desires, so long as such services are consistent with national industry standards, or in the event national industry standards do not exist BellSouth's TR73600.
- 2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where TWTC 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 Loop will be maintained as an Unbundled Copper Loop ("UCL"), and TWTC shall pay the recurring and non-recurring charges for a UCL. For non-service specific loops (e.g. UCL, Loops modified by TWTC using the Unbundled Loop Modification ("ULM") process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.
- 2.1.8 **Loop Testing/Trouble Reporting**
- 2.1.8.1 TWTC will be responsible for testing and isolating troubles on the Loops. TWTC must test and isolate trouble to the BellSouth portion of a designed unbundled loop (e.g., UVL-SL2, UCL-D, etc.) before reporting repair to the UNE Center. At the time of the trouble report, TWTC will be required to provide the results of the TWTC test which indicate a problem on the BellSouth provided loop.
- 2.1.8.2 Once TWTC has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report 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 end users.
- 2.1.8.3 If TWTC reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge TWTC for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status. If TWTC reports trouble on a

designed loop and no trouble is found, BellSouth will charge TWTC for any dispatch and testing outside the central office.

2.1.9 **Order Coordination and Order Coordination-Time Specific**

2.1.9.1 “Order Coordination” (“OC”) allows BellSouth and TWTC to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to TWTC’s facilities to limit end user service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the end user. OC for physical conversions will be scheduled at BellSouth’s discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.9.2 “Order Coordination – Time Specific” (“OC-TS”) allows TWTC to order a specific time for OC to take place. BellSouth will make every effort to accommodate TWTC’s specific conversion time request. However, BellSouth reserves the right to negotiate with TWTC a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (“UCL”) and Universal Digital Channel (“UDC”), and is billed in addition to the OC charge. TWTC may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If TWTC 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 based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.10 **CLEC to CLEC Conversions for Unbundled Loops**

2.1.10.1 The CLEC to CLEC conversion process for unbundled Loops may be used by TWTC when converting an existing unbundled Loop from another CLEC for the same end user. The Loop type being converted must be included in TWTC’s Interconnection Agreement before requesting a conversion.

2.1.10.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same end user location from the same serving wire center, and must not require an outside dispatch to provision.

2.1.10.3 The Loops converted to TWTC pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific Loop type.

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL)	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 in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, TWTC must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)

2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

- 2.2.2 Unbundled Voice Loops (“UVL”) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that TWTC will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (“SL1”) and Service Level Two (“SL2”).
- 2.2.3 Unbundled Voice Loop - SL1 (“UVL-SL1”) loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 loops when reuse of existing facilities has been requested by TWTC. TWTC may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (“EI”) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its end users.
- 2.2.4 For an additional charge BellSouth will make available Loop Testing so that TWTC may request further testing on UVL-SL1 loops. Loop Testing is available for new and reuse of BellSouth facilities. Rates for Loop Testing are as set forth in Exhibit B of this Attachment.
- 2.2.5 Unbundled Voice Loop – SL2 (“UVL-SL2”) loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a Design Layout Record provided to TWTC. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow TWTC 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.
- 2.3 **Unbundled Digital Loops**
- 2.3.1 BellSouth will offer Unbundled Digital Loops (“UDL”). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a Design Layout Record (“DLR”). The various UDLs are intended to support a specific digital transmission scheme or service.

- 2.3.2 BellSouth shall make available the following UDLs:
 - 2.3.2.1 2-wire Unbundled ISDN Digital Loop
 - 2.3.2.2 2-wire Universal Digital Channel (IDSL Compatible)
 - 2.3.2.3 2-wire Unbundled ADSL Compatible Loop
 - 2.3.2.4 2-wire Unbundled HDSL Compatible Loop
 - 2.3.2.5 4-wire Unbundled HDSL Compatible Loop
 - 2.3.2.6 4-wire Unbundled DS1 Digital Loop
 - 2.3.2.7 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
 - 2.3.2.8 DS3 Loop
 - 2.3.2.9 STS-1 Loop
 - 2.3.2.10 OC3 Loop
 - 2.3.2.11 OC12 Loop
 - 2.3.2.12 OC48 Loop
- 2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. TWTC 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. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.
- 2.3.3.1 The Universal Digital Channel (“UDC”) (also known as IDSL-compatible Loop) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth’s ISDN-capable loop. These specifications are listed in BellSouth’s TR73600.
- 2.3.3.2 The UDC may be provisioned on copper or through a Digital Loop Carrier (“DLC”) system. When UDC Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.
- 2.3.4 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (“RRD”) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). The loop is

a 2-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

- 2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (“CSA”) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.
- 2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR.
- 2.3.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR.
- 2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 OC3 Loop/OC12 Loop/OC48 Loop. OC3/OC-12/OC-48 Loops are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are

direct multiples of the base rate. The following rates are applicable: OC-3 - 155.52 Mbps; OC12 - 622.08 Mbps; and OC-48 - 2488 Mbps.

- 2.3.11 DS3 and above services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 and above services.

2.4 **Unbundled Copper Loops (“UCL”)**

- 2.4.1 BellSouth shall make available Unbundled Copper Loops (“UCLs”). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

2.4.2 **Unbundled Copper Loop – Designed (“UCL-D”)**

- 2.4.2.1 The UCL-D will be provisioned as a dry 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-D will be offered in two versions - Short and Long.
- 2.4.2.2 A short UCL-D (18,000 feet or less) is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 ohms of resistance.
- 2.4.2.3 The long UCL-D (beyond 18,000 feet) is provisioned as a dry copper twisted pair longer than 18,000 feet and may have up to 12,000 feet of bridged tap and up to 2800 ohms of resistance.
- 2.4.2.4 The UCL-D is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC is required on UCLs where a reuse of existing facilities has been requested by TWTC.
- 2.4.2.5 These loops are not intended to support any particular services and may be utilized by TWTC to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth’s network. This facility will include a Network Interface Device (“NID”) at the customer’s location for the purpose of connecting the loop to the customer’s inside wire.
- 2.4.2.6 BellSouth will make available the following UCL-Ds:
- 2.4.2.6.1 2-Wire UCL-D/short
- 2.4.2.6.2 2-Wire UCL-D/long

2.4.2.6.3 4-Wire UCL-D/short

2.4.2.6.4 4-Wire UCL-D/long

2.4.3 **Unbundled Copper Loop – Non-Designed (“UCL-ND”)**

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

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

2.4.3.3 At an additional charge, BellSouth also will make available Loop Testing so that TWTC may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit B of this Attachment.

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

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

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

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

- 2.5.1 Line 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, bridged taps, low pass filters, and range extenders.
- 2.5.2 BellSouth shall condition Loops, as requested by TWTC, whether or not BellSouth offers advanced services to the End User on that Loop.
- 2.5.3 In some instances, TWTC will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that TWTC can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. TWTC will determine the type of service that will be provided over the loop. BellSouth's Unbundled Loop Modifications ("ULM") process will be used to determine the costs and feasibility of conditioning the loops as requested. Rates for ULM are as set forth in Exhibit B of this Attachment.
- 2.5.4 In those cases where TWTC 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.
- 2.5.5 The Unbundled Loop Modifications ("ULM") offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length.
- 2.5.6 TWTC shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that TWTC desires BellSouth to condition.
- 2.6 **Loop Provisioning Involving Integrated Digital Loop Carriers**
- 2.6.1 Where TWTC has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier ("IDLC") systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to TWTC. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to TWTC (e.g. hairpinning).
- 2.6.2 BellSouth will select one of the following arrangements:
1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
 2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
 3. If capacity exists, provide "side-door" porting through the switch.

4. If capacity exists, provide "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

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

2.6.4 If no alternate facility is available, BellSouth will utilize its Special Construction ("SC") process to determine the additional costs required to provision the loop facilities. TWTC will then have the option of paying the one-time SC rates to place the loop.

2.7 **Network Interface Device ("NID")**

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

2.7.1.1 BellSouth shall permit TWTC to connect TWTC's Loop facilities the end-user's customer-premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.2 **Access to NID**

2.7.2.1 TWTC may access the end user's customer-premises wiring by any of the following means and TWTC shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.2.1.1 1) BellSouth shall allow TWTC 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 premises.

2.7.2.1.2 2) Where an adequate length of the end user's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

2.7.2.1.3 3) Enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the

customer premises wiring through a suitable “punch-out” hole of such NID enclosures; or

- 2.7.2.1.4 4) Request BellSouth to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.7.2.2 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 TWTC’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.
- 2.7.2.3 In no case shall either Party remove or disconnect ground wires from BellSouth’s NIDs, enclosures, or protectors.
- 2.7.2.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth’s NID enclosures.
- 2.7.2.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with TWTC to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.7.3 Technical Requirements
 - 2.7.3.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
 - 2.7.3.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user’s customer premises and the Distribution Media and/or cross connect to TWTC’s NID.
 - 2.7.3.3 Existing BellSouth NIDS will be provided in “as is” condition. TWTC may request BellSouth do additional work to the NID on a time and material basis. When TWTC deploys its own local loops with respect to multiple-line termination

devices, TWTC shall specify the quantity of NIDs connections that it requires within such device.

2.8 **Sub-loop Elements**

2.8.1 Where facilities permit, BellSouth shall offer access to its Unbundled Sub-Loop (“USL”) and Unbundled Sub-loop Concentration (“USLC”) System.

2.8.2 **Unbundled Sub-Loop Distribution**

2.8.2.1 The unbundled sub-loop distribution facility is a dedicated transmission facility that BellSouth provides from an end user’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. BellSouth will make the following available sub-loop distribution offerings where facilities permit:

Unbundled Sub-Loop Distribution – Voice Grade

Unbundled Copper Sub-Loop

Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)

2.8.2.2 Unbundled Sub-Loop Distribution – Voice Grade (“USLD-VG”) 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 and may have load coils.

2.8.2.3 Unbundled Copper Sub-Loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the end-user’s point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.

2.8.2.4 If TWTC requests a UCSL and it is not available, TWTC may request the Sub-Loop facility be modified pursuant to the ULM process request to remove load coils and/or bridged taps. If load coils and/or bridged taps are removed, the facility will be classified as a UCSL.

2.8.2.5 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (“USLD-INC”) is the distribution facility inside a building or between buildings on the same continuous property which is not separated by a public street or road. USLD-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.

2.8.2.6 BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (“SPOI”) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth

will place cross-connect blocks in 25-pair increments for TWTC's use on this cross-connect panel. TWTC will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

- 2.8.2.7 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USLD and UCSL, TWTC shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. TWTC's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.8.2.8 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by TWTC is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet TWTC's request, then BellSouth will perform the site set-up as described in Section 2.8.2.9. 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 2.8.2.9) to accommodate TWTC's request for Unbundled Sub-Loops, TWTC may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. TWTC will have the option to proceed under the SC process to modify the BellSouth facilities.
- 2.8.2.9 The site set-up must be completed before TWTC can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice TWTC's cable into the cross-connect box. For the site 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.
- 2.8.2.10 Once the site set-up is complete, TWTC 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 TWTC requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by TWTC for sub-loop pairs, expedite charges will apply for intervals less than 5 days.
- 2.8.2.11 Unbundled Sub-Loops will be provided in accordance with BellSouth's technical reference TR73600.

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

- 2.8.3.1 Unbundled Network Terminating Wire (UNTW) is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal

or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop which, in multi-subscriber configurations, represents the point at which the network branches out to serve individual subscribers.

- 2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns wiring all the way to the end-users premises. BellSouth will not provide this element in those locations where the property owner provides its own wiring to the end-user's premises, where a third party owns the wiring to the end-user's premises or where the property owner will not allow BellSouth to place its facilities to the end user.
- 2.8.3.3 Requirements
- 2.8.3.3.1 On a multi-unit premises, upon request of the other Party ("Requesting Party"), the Party owning the network terminating wire 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.
- 2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.8.3.3.3 Upon receipt of the UNTW Service Inquiry (SI) requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. 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. 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. A pair is available when a pair is not being utilized to provide service or where the end user has requested a change in its local service provider to the Requesting Party. 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.
- 2.8.3.3.4 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.3.5 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. If the property owner objects to Access Terminal installations that are in progress or subsequent

to completion and demands removal of Access Terminals, Requesting Party will be responsible for costs associated with removing Access Terminals and restoring property to its original state prior to Access Terminals being installed.

- 2.8.3.3.6 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. 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). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.
- 2.8.3.3.7 Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. 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).
- 2.8.3.3.8 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.
- 2.8.3.3.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:
 - 2.8.3.3.9.1 If Requesting Party issued a LSR to disconnect an end-user from Provisioning Party in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.
 - 2.8.3.3.9.2 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.
- 2.8.4 **Unbundled Sub-Loop Feeder**
 - 2.8.4.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves an end user location.
 - 2.8.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

- 2.8.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).
- 2.8.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of TWTC's loop distribution elements onto BellSouth's feeder system.
- 2.8.4.5 Requirements
 - 2.8.4.5.1 TWTC will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable 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 TWTC. TWTC will then have the option of paying the special construction charges or canceling the order.
 - 2.8.4.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.
 - 2.8.4.5.3 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.
- 2.8.4.6 Unbundled Sub-Loop Feeder – (USLF DS3 and above)
 - 2.8.4.6.1 USLF DS3 and above provides connectivity between a BellSouth Serving Wire Center (SWC) and the Remote Terminal (RT) associated with that SWC that serves an end user location.
 - 2.8.4.6.2 The sub-loop feeder is intended to be utilized for voice traffic and digital traffic. It can be configured at DS3, STS-1, OC-3, OC-12, or OC-48 transmission capacities.
 - 2.8.4.6.3 The OC-48 Sub-Loop Feeder will consist of four (4) OC12 interfaces.
 - 2.8.4.6.4 Both 2-fiber and 4-fiber-protect applications will be supported for OC-3 level and higher.
- 2.8.4.7 Requirements
 - 2.8.4.7.1 Access in the SWC and RT will be via a Collocation cross-connect.

- 2.8.4.7.2 USLF DS3 and above will be a designed circuit. BellSouth will provide a Design Layout Record (DLR) for this network element.
- 2.8.4.7.3 Rates. Rates for these services are as set forth in Exhibit B of this Attachment. Mileage is based on airline miles.
- 2.8.4.7.4 BellSouth will provide USLF DS3 and above elements in accordance with applicable industry standards.

2.8.5 **Unbundled Loop Concentration (ULC)**

- 2.8.5.1 BellSouth will provide to TWTC 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.
- 2.8.5.2 ULC will be offered in two system options. System A will allow up to 96 BellSouth loops to be concentrated onto two or more DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to TWTC at TWTC's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto 4 or more 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 TWTC's collocation space. ULC service is offered with concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop Interface element will be required for each loop that is terminated onto the ULC system.

2.8.6 **Unbundled Sub-Loop Concentration (USLC)**

- 2.8.6.1 Where facilities permit, TWTC may concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office.
- 2.8.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two system options. System A will allow up to 96 of TWTC's sub-loops to be concentrated onto two or more DS1s. System B will allow an additional 96 of TWTC's sub-loops to be concentrated onto two or more additional 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 Remote Terminal site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to TWTC's demarcation point associated with TWTC's collocation space within the SWC that serves the remote terminal

(RT). USLC service is offered with or without concentration and with or without a protection DS1.

- 2.8.6.3 TWTC is required to deliver its sub-loops to its own cross-box, RT, or other similar device and deliver a single cable to the BellSouth RT. This cable shall be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and shall allow TWTC's sub-loops to be placed on the USLC and transported to TWTC's collocation space at a DS1 level.

2.8.7 **Dark Fiber Loop**

- 2.8.7.1 Dark Fiber Loop is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for TWTC to utilize Dark Fiber Loops.

- 2.8.7.2 A Dark Fiber Loop is a point to point arrangement from an end user's premises connected via a cross connect to the demarcation point associated with TWTC's collocation space in the end user's serving wire center.

- 2.8.7.3 Dark Fiber Loop rates are differentiated between Local Channel, Interoffice Channel and Local Loop.

2.8.7.4 Requirements

- 2.8.7.4.1 BellSouth shall make available Dark Fiber Loop where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is used by BellSouth for maintenance and repair purposes; (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure; or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place the fiber for Dark Fiber Loop if none is available.

- 2.8.7.4.1.1 If TWTC's request for Dark Fiber is denied, upon written request of TWTC, subject to the requirements of nondisclosure and confidentiality set forth in the General Terms and Conditions of this Agreement, BellSouth will disclose the specific reasons for the denial. If TWTC disputes the availability of the Dark Fiber after receiving BellSouth's rationale, it may invoke the dispute resolution process set forth in the General Terms and Conditions of this Agreement.

- 2.8.7.4.2 If the requested Dark Fiber Loop has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at TWTC's request subject to time and materials charges.
- 2.8.7.4.3 TWTC is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications.
- 2.8.7.4.4 BellSouth shall use its commercially reasonable efforts to provide to TWTC information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a Service Inquiry ("SI") from TWTC.
- 2.8.7.4.5 If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to TWTC within twenty (20) business days after TWTC submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable TWTC to connect or splice TWTC provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.
- 2.9 **Loop Makeup (LMU)**
- 2.9.1 Description of Service
- 2.9.1.1 BellSouth shall make available to TWTC ("LMU") information so that TWTC can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment TWTC intends to install and the services TWTC wishes to provide. This section addresses LMU as a preordering transaction, distinct from TWTC 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.
- 2.9.1.2 BellSouth will provide TWTC LMU 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, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.
- 2.9.1.3 BellSouth's LMU information is provided to TWTC 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.
- 2.9.1.4 TWTC 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. The determination shall be made solely by TWTC and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said

Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee TWTC's ability to provide advanced data services over the ordered loop type. Further, if TWTC orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. TWTC is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.9.2 **Submitting Loop Makeup Service Inquiries**

2.9.2.1 TWTC may obtain LMU information by submitting a LMU Service Inquiry ("LMUSI") mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the Loop information from the mechanized LMUSI process, if TWTC needs further loop information in order to determine loop service capability, TWTC may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit B of this Attachment.

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

2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, TWTC may reserve up to ten Loop facilities. For a Manual LMUSI, TWTC may reserve up to three Loop facilities.

2.9.3.2 TWTC may reserve facilities for up to four (4) business days for each facility requested on a LMUSI from the time the LMU information is returned to TWTC. During and prior to TWTC placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If TWTC 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.

2.9.3.3 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth. Such charges are as set forth in Exhibit B of this Attachment.

2.9.4 **Ordering of Other UNE Services**

- 2.9.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. TWTC will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, TWTC does not reserve facilities upon an initial LMUSI, TWTC's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include service inquiry and reservation per Exhibit B of this Attachment.
- 2.9.4.2 Where TWTC has reserved multiple Loop facilities on a single reservation, TWTC may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to TWTC, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by TWTC. If the ordered Loop type is not available, TWTC may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the Loop type ordered.

3 **High Frequency Spectrum Network Element**

3.1 General

- 3.1.1 BellSouth shall provide TWTC access to the high frequency spectrum of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user at the rates set forth in this Attachment.
- 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 TWTC the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. TWTC shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.
- 3.1.3 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded 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.
- 3.1.4 BellSouth will provide Loop Modification to TWTC on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. High

Frequency Spectrum (Central Office Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (Central Office Based) Unbundled Loop Modification were developed in the Line Sharing Collaborative and may be found posted to the web at <http://www.interconnection.bellsouth.com/html/unes.html>. Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If TWTC requests that BellSouth modify a Loop longer than 18,000 ft. and such modification significantly degrades the voice services on the Loop, TWTC shall pay for the Loop to be restored to its original state.

3.2 **Provisioning of High Frequency Spectrum and Splitter Space**

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

3.2.1.1 To order High Frequency Spectrum on a particular Loop, TWTC must have a Digital Subscriber Line Access Multiplexer ("DSLAM") collocated in the central office that serves the end-user of such Loop.

3.2.1.2 TWTC may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of TWTC's submission of an error free Line Splitter Ordering Document ("LSOD") to the BellSouth Complex Resale Support Group.

3.2.1.3 Once a splitter is installed on behalf of TWTC in a central office in which TWTC is located, TWTC shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and TWTC shall pay the electronic or manual ordering charges as applicable as set forth in Exhibit B of this Attachment when TWTC orders High Frequency Spectrum for end-user service.

3.2.1.4 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide TWTC access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to TWTC's xDSL equipment in TWTC's collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide TWTC with a carrier notification letter, informing TWTC of change. TWTC shall purchase ports on the splitter in increments of 8 or 24 ports.

3.2.1.5 BellSouth will install the splitter in (i) a common area close to TWTC's collocation area, if possible; or (ii) in a BellSouth relay rack as close to TWTC's DS0 termination point as possible. TWTC shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. 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. A Termination Point is defined as the point of termination for TWTC on the toll main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified TWTC DS0 at such time that a TWTC end user's service is established.

- 3.2.1.6 TWTC may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. TWTC may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures shall apply.
- 3.2.1.7 Any splitters installed by TWTC in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. TWTC may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 3.2.1.8 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, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and TWTC desires to continue providing xDSL service on such Loop, TWTC shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give TWTC notice in a reasonable time prior to disconnect, which notice shall give TWTC 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 TWTC purchases the full stand-alone Loop, TWTC may elect the type of loop it will purchase. TWTC will pay the appropriate recurring and non-recurring rates for such Loop as set forth in Exhibit B to this Attachment. In the event TWTC purchases a voice grade Loop, TWTC acknowledges that such Loop may not remain xDSL compatible.
- 3.2.1.9 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

3.2.2 **Ordering**

- 3.2.2.1 TWTC shall use BellSouth's Line Splitter Ordering Document ("LSOD") to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments ("CFA") for use with High Frequency Spectrum.
- 3.2.2.2 BellSouth will provide TWTC the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

- 3.2.2.2.1 BellSouth will provision High Frequency Spectrum in compliance with Exhibit C of this Attachment (i.e., BellSouth's Products and Services Interval Guide).
- 3.2.2.2.2 BellSouth will provide TWTC access to Preordering Loop Makeup ("LMU"), in accordance with the terms of this Agreement. BellSouth shall bill and TWTC shall pay the rates for such services, as described in Exhibit B.
- 3.2.2.2.3 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for TWTC's data.

3.2.3 **Maintenance and Repair**

- 3.2.3.1 TWTC shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. If TWTC is using a BellSouth owned splitter, TWTC may access the loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack. If TWTC provides its own splitter, it may test from the collocation space or the Termination Point.
- 3.2.3.2 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. TWTC will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.2.3.3 TWTC shall inform its end users to direct data problems to TWTC, unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 3.2.3.4 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.
- 3.2.3.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to TWTC, BellSouth will notify TWTC. TWTC will provide no more than two (2) verbal connecting facility assignments ("CFA") pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, TWTC will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue TWTC's access to the High Frequency Spectrum on such loop. BellSouth will not be responsible for any loss of data as a result of this action.

3.2.4 **Line Splitting.**

3.2.4.1 **General**

3.2.4.2 Line Splitting allows a provider of data services (a “Data LEC”) and a provider of voice services (a “Voice CLEC”) to deliver voice and data service to end users over the same loop. The Voice CLEC and Data LEC may be the same or different carriers. TWTC shall provide BellSouth with a signed Letter of Authorization (“LOA”) between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services.

3.2.4.3 The splitter may be provided by the Data LEC, Voice CLEC or BellSouth. When TWTC or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog loop from the serving wire center to the network interface device (“NID”) at the end user’s location; a collocation cross connection connecting the loop to the collocation space; a second collocation cross connection from the collocation space connected to a voice port; and a splitter. The loop and port cannot be a loop and port combination (i.e. UNE-P), but must be individual stand-alone network elements. When BellSouth owns the splitter, Line Splitting requires the following: a non designed analog loop from the serving wire center to the network interface device (“NID”) at the end user’s location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.

3.2.4.4 An unloaded 2-wire copper loop must serve the end user. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.

3.2.4.5 End Users currently receiving voice service from a Voice CLEC through a UNE platform (UNE-P) may be converted to Line Splitting arrangements by TWTC or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone UNE loop, a UNE port and two collocation cross connects. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE loop, port, and one collocation cross connection.

3.2.4.6 When end users using High Frequency Spectrum CO Based line sharing service convert to Line Splitting, BellSouth will discontinue billing for the upper spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of TWTC or its authorized agent to determine if the loop is compatible for Line Splitting Service. TWTC or its authorized agent may use the existing loop unless it is not compatible with the Data LEC’s data service and < customer_name> or its authorized agent submits an LSR to BellSouth to change the loop.

3.2.4.7 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement. Where a UNE-P arrangement does not already exist,

BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same loop.

3.2.4.8 Ordering

3.2.4.9 TWTC shall use BellSouth's Line Splitter Ordering Document ("LSOD") to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments ("CFA") for use with Line Splitting.

3.2.4.10 BellSouth shall provide TWTC the Local Service Request ("LSR") format to be used when ordering Line Splitting service.

3.2.4.11 BellSouth will provision Line Splitting service in compliance with Exhibit C of this Attachment (i.e., BellSouth's Products and Services Interval Guide).

3.2.4.12 BellSouth will provide TWTC access to Preordering Loop Makeup (LMU) in accordance with the terms of this Agreement. BellSouth shall bill and TWTC shall pay the rates for such services as described in Exhibit B.

3.2.4.13 BellSouth will provide loop modification to TWTC on an existing loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at:

[HTTP://www.interconnection.bellsouth.com/html/unec.html](http://www.interconnection.bellsouth.com/html/unec.html). Nonrecurring rates for this UNE offering may be found in Exhibit B of this Attachment.

3.2.4.14 Maintenance

3.2.4.15 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. TWTC will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

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

3.2.4.17 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.

3.2.4.18 When BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to owner of the collocation space, BellSouth will notify the owner of the collocation space. The owner of the collocation space will provide no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event the CFA pair is changed, the owner of the collocation space will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue the owner of the collocation space access to the High Frequency Spectrum on such loop.

3.2.4.19 If TWTC is not the data provider, TWTC shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees which arise out of actions related to the data provider.

3.2.5 **Remote Site High Frequency Spectrum**

3.2.6 Remote Site Line Sharing is being developed by the Line Sharing Collaborative, as described on the BellSouth website at www.interconnection.BellSouth.com. Processes, rates, terms, or conditions for ordering or provisioning of this product have not been finalized. BellSouth and TWTC shall work within the Line Sharing Collaborative to develop the processes, terms, and conditions required to implement Remote Site Line Sharing. Upon finalization of the appropriate and required processes, rates, terms, and conditions, the Parties shall amend the Agreement to incorporate those processes, rates, terms, and conditions.

4 **Local Switching**

4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in the Sections below to TWTC for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to TWTC for the provision of a telecommunications service only in the limited circumstance described below in Section 4.5.

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

4.2.1 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; (C) switching provided by remote switching modules; and (D) 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. Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process as set forth in Attachment 11.

- 4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for TWTC when TWTC serves an end-user with four (4) or more voice-grade (DS-0) equivalents or lines served by BellSouth in one of 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.
- 4.2.3 In the event that TWTC orders local circuit switching for an end user with four (4) or more DS0 equivalent lines within Density Zone 1 in an MSA listed above, BellSouth shall charge TWTC the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities.
- 4.2.4 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.
- 4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to TWTC's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
- 4.2.6 Provided that TWTC purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an TWTC local end user, or originated by a BellSouth local end user and terminated to an TWTC local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge TWTC the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Inter-carrier compensation for local calls between BellSouth and TWTC shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

- 4.2.7 BellSouth shall assess TWTC retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if TWTC has been able to previously select BellSouth as the end user LPIC prior to the option allowing the selection of a BellSouth provided LATA-wide local calling area being offered.
- 4.2.8 Where TWTC purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an TWTC end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge TWTC the UNE elements for the BellSouth facilities utilized. Inter-carrier compensation for local calls between BellSouth and TWTC shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site www.interconnection.bellsouth.com.
- 4.2.9 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill TWTC the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.
- 4.2.10 **Unbundled Port Features**
- 4.2.10.1 Charges for Unbundled Port are as set forth in Exhibit B, and as specified in such exhibit, may or may not include individual features.
- 4.2.10.2 Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.
- 4.2.10.3 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.
- 4.2.10.4 BellSouth will provide to TWTC selective routing of calls to a requested Operator System platform pursuant to Section 10 of Attachment 2. Any other routing requests by TWTC will be made pursuant to the BFR/NBR Process as set forth in Attachment 11.
- 4.2.11 **Provision for Local Switching**
- 4.2.11.1 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.

- 4.2.11.2 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.
- 4.2.11.3 BellSouth shall perform manual call trace and permit customer originated call trace. 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.
- 4.2.11.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to TWTC all AIN triggers in connection with its SMS/SCE offering.
- 4.2.11.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by TWTC.
- 4.2.12 **Local Switching Interfaces.**
- 4.2.12.1 TWTC shall order ports and associated interfaces compatible with the services it wishes to provide, as listed in Exhibit B. BellSouth shall provide the following local switching interfaces:
 - 4.2.12.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 4.2.12.1.2 Coin phone signaling;
 - 4.2.12.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;
 - 4.2.12.1.4 Two-wire analog interface to PBX;
 - 4.2.12.1.5 Four-wire analog interface to PBX;
 - 4.2.12.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
 - 4.2.12.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;
 - 4.2.12.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
 - 4.2.12.1.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

4.3 **Tandem Switching**

4.3.1 The Tandem Switching capability Network Element is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.

4.3.2 **Technical Requirements**

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

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

4.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by TWTC and BellSouth;

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

4.3.2.1.4 Tandem Switching shall provide access to Toll Free number database;

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

4.3.2.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.

4.3.2.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to TWTC.

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

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

- 4.3.2.5 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.
- 4.3.3 Upon TWTC's purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for TWTC's traffic overflowing from direct end office high usage trunk groups.
- 4.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**
- 4.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of TWTC. AIN Selective Carrier Routing will provide TWTC 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.
- 4.4.2 TWTC 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.
- 4.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
- 4.4.4 Where AIN Selective Carrier Routing is utilized by TWTC, the routing of TWTC's end user calls shall be pursuant to information provided by TWTC 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.
- 4.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, TWTC shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit B 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 B of this Attachment. For each TWTC end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit B of this Attachment. TWTC shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit B of this Attachment.
- 4.4.6 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 TWTC's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to TWTC, 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.

- 4.4.7 The non-recurring End Office Establishment Charge will be billed to TWTC following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.8 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 TWTC following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to TWTC following the normal billing cycle for per query charges.
- 4.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed per contracted rates.

4.5 **Packet Switching Capability**

- 4.5.1 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.
- 4.5.2 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
 - 4.5.2.1 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);
 - 4.5.2.2 There are no spare copper loops capable of supporting the xDSL services TWTC seeks to offer;
 - 4.5.2.3 BellSouth has not permitted TWTC to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has TWTC obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and

- 4.5.2.4 BellSouth has deployed packet switching capability for its own use.
- 4.5.3 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.

4.6 **Interoffice Transmission Facilities**

- 4.6.1 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 TWTC for the provision of a telecommunications service.

5 **Unbundled Network Element Combinations**

- 5.1 Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs); 2) Other Non-Switched Transport Combinations; and 3) UNE Loop/Port 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 5.3.4 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.5 following. TWTC shall provide to BellSouth a letter certifying that TWTC is providing a significant amount of local exchange service (as described in Sections 5.3.7.2, 5.3.7.3, 5.3.7.4, or 5.3.7.5) over such combinations. This offering is intended to provide connectivity from an end user’s location through that end user’s SWC to TWTC’s POP serving wire center. The circuit must be connected to TWTC’s switch for the purpose of provisioning telephone exchange service to TWTC’s end-user customers. The EEL will be connected to TWTC’s facilities in TWTC’s collocation space at the POP SWC, or TWTC may purchase BellSouth’s access facilities between TWTC’s POP and TWTC’s collocation space at the POP SWC.
- 5.3.3 When ordering EEL combinations, TWTC shall provide to BellSouth a letter certifying that TWTC will provide a significant amount of local exchange service over the requested combination, as described in Section 5.3.6 below, and shall

indicate under what local usage option TWTC seeks to qualify. TWTC shall be deemed to be providing a significant amount of local exchange service if one of the three (3) options set forth in Sections 5.3.7.2 through 5.3.7.4 is met. BellSouth shall have the right to audit TWTC's records to verify that TWTC is meeting the applicable local usage requirements. Such audit shall comply with the terms of Section 5.3.7.6 of this Attachment.

5.3.4 BellSouth shall provide EEL combinations to TWTC in Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to TWTC those EEL combinations described in Section 5.3.5 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available new EEL combinations to TWTC 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. Except as stated above, EELs will be provided to TWTC only to the extent such network elements are Currently Combined.

5.3.5 **EEL Combinations**

- 5.3.5.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 5.3.5.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 5.3.5.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 5.3.5.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 5.3.5.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 5.3.5.6 DS1 Interoffice Channel + DS1 Local Loop
- 5.3.5.7 DS3 Interoffice Channel + DS3 Local Loop
- 5.3.5.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 5.3.5.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.5.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.5.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 5.3.5.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 5.3.5.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.3.5.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.3.6 To order EELs TWTC must meet the requirements in Section 5.3.7.2 or 5.3.7.3.

5.3.7 **Special Access Service Conversions**

5.3.7.1 TWTC may not convert special access services to combinations of loop and transport network elements, whether or not TWTC self-provides its entrance facilities (or obtains entrance facilities from a third party), unless TWTC 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 TWTC requests to convert any special access services to combinations of loop and transport network elements at UNE prices, TWTC shall provide to BellSouth a letter certifying that TWTC 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 TWTC seeks to qualify for conversion of special access circuits. TWTC shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

5.3.7.2 TWTC certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at TWTC'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, TWTC is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. TWTC 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

5.3.7.3 TWTC 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 these criteria. The loop-transport combination must terminate at TWTC'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

5.3.7.4 TWTC 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 these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. TWTC 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.

- 5.3.7.5 In addition, there may be extraordinary circumstances where TWTC 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. In such case, TWTC 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 TWTC's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 5.3.7.6 BellSouth may at its sole discretion audit TWTC 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 TWTC 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, TWTC shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that TWTC 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 TWTC.
- 5.3.7.7 TWTC 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, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee
- 5.3.8.1.1 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 B of this Attachment.
- 5.3.8.1.2 For combinations of loop and transport network elements not set forth in Section 5.3.5, 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.

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

5.3.8.2 All Other States

- 5.3.8.2.1 Subject to the preceding sections, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.5 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 B of this Attachment.

5.3.9 **Multiplexing**

- 5.3.9.1 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 Non-Switched Combinations**

- 5.4.1 In the states of Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, BellSouth shall make available to Time Warner, 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 Time Warner, 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, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee

- 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 B of this Attachment.

- 5.4.2.1.2 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 that make up the combination.

- 5.4.2.1.3 To the extent that Time Warner 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, Time Warner, 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 B of this Attachment.
- 5.5 **UNE Port/Loop Combinations**
 - 5.5.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
 - 5.5.2 BellSouth shall make available UNE port/loop combinations, regardless of whether such combinations are Currently Combined, so long as such combinations are ordinarily combined in BellSouth's network.
 - 5.5.2.1 Except as set forth in section 5.6.3 below, in Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, BellSouth shall provide UNE port/loop combinations that are ordinarily combined in BellSouth's network, regardless of whether such combinations are Currently Combined at the cost-based rates in Exhibit B.
 - 5.5.2.2 In Alabama, Florida, and North Carolina, BellSouth shall provide UNE port/loop combinations that are not Currently Combined but that are ordinarily combined in BellSouth's network at the market rates in Exhibit B.
 - 5.5.2.3 In Alabama, Florida, and North Carolina, BellSouth shall provide UNE port/loop combinations that are Currently Combined at the cost-based rates in Exhibit B.
 - 5.5.3 BellSouth is not required to 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.

- 5.5.3.1 BellSouth shall not be required to provide local 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 Time Warner if Time Warner's customer has 4 or more DS0 equivalent lines.
- 5.5.3.2 Notwithstanding the foregoing, BellSouth shall provide combinations of port and loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit B.
- 5.5.3 Combination Offerings
 - 5.5.3.1 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.
 - 5.5.3.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
 - 5.5.3.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
 - 5.5.3.4 2-wire CENTREX port, voice grade loop, CENTREX intercom functionality, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
 - 5.5.3.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
 - 5.5.3.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
 - 5.5.3.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

- 5.5.3.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

6 Transport, Channelization, 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 TWTC.

- 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. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.

- 6.1.2 BellSouth shall:

- 6.1.2.1 Provide TWTC 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;

- 6.1.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities of the transport facility for the provision of telecommunications services;

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

- 6.1.2.4 Permit, to the extent technically feasible, TWTC to obtain the functionality provided by BellSouth's digital cross-connect systems.

- 6.1.3 Technical Requirements of Common (Shared) Transport

- 6.1.3.1 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 applicable industry standards.
- 6.1.3.2 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 applicable industry standards.
- 6.1.3.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
- 6.1.3.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

6.2 **Dedicated Transport**

6.2.1 Dedicated Transport is composed of the following Unbundled Network Elements:

- 6.2.1.1 Unbundled Local Channel, defined as the dedicated transmission path between TWTC’s Point of Presence (“POP”) and TWTC’s collocation space in the BellSouth Serving Wire Center for TWTC’s POP, and
- 6.2.1.2 Unbundled Interoffice Channel, defined as the dedicated transmission path that provides telecommunication between BellSouth’s Serving Wire Centers’ collocations.
- 6.2.1.3 BellSouth shall offer Dedicated Transport in each of the following ways:
 - 6.2.1.3.1 As capacity on a shared UNE facility.
 - 6.2.1.3.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to TWTC.
- 6.2.1.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as, line terminating equipment, amplifiers, and regenerators.

6.2.2 Technical Requirements

- 6.2.2.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to TWTC designated traffic.
- 6.2.2.2 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 applicable industry standards.

- 6.2.2.3 For DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the applicable industry standards.
- 6.2.2.4 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 6.2.2.4.1 DS0 Equivalent;
 - 6.2.2.4.2 DS1;
 - 6.2.2.4.3 DS3; and
 - 6.2.2.4.4 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.
- 6.2.2.5 BellSouth shall design Dedicated Transport according to its network infrastructure. TWTC shall specify the termination points for Dedicated Transport.
- 6.2.2.6 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
- 6.2.2.7 BellSouth Technical References:
 - 6.2.2.7.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
 - 6.2.2.7.2 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995.
 - 6.2.2.7.3 TR 73525 MegaLink[®] Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.3 **Unbundled Channelization (Multiplexing)**

- 6.3.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. Channelization will be offered with both the high and low speed sides to be connected to collocation. Channelization 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, TWTC may request channel activation on an as-needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility.

- 6.3.2 BellSouth shall make available the following channelization systems:
 - 6.3.2.1 DS3/STS-1 Channelization System: channelizes a DS3 signal into 28 DS1s.
 - 6.3.2.2 DS1 Channelization System: channelizes a DS1 signal into 24 DS0s.
- 6.3.3 BellSouth shall make available the following
 - 6.3.3.1 Central Office Channel Interfaces (COCI):
 - 6.3.3.2 DS1 COCI, which can be activated on a DS3 Channelization System.
 - 6.3.3.3 Voice Grade and Digital Data COCI, which can be activated on a DS1 Channelization System.
 - 6.3.3.4 Data COCI, which can be activated on a DS1 Channelization System.
 - 6.3.3.5 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.
- 6.3.4 Technical Requirements
 - 6.3.4.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, TWTC's channelization equipment must adhere strictly to form and protocol standards. TWTC must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.
 - 6.3.4.2 DS0 to DS1 Channelization
 - 6.3.4.2.1 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.
 - 6.3.4.3 DS1 to DS3 Channelization
 - 6.3.4.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.

6.3.4.4 DS1 to STS Channelization

- 6.3.4.4.1 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.

6.4 **Dark Fiber Transport**

- 6.4.1 Dark Fiber Transport is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. It may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for TWTC to utilize Dark Fiber Transport.
- 6.4.2 Dark Fiber Transport rates are differentiated between Local Channel, Interoffice Channel and Local Loop.
- 6.4.3 Requirements
- 6.4.3.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.
- 6.4.3.1.1 If TWTC's request for Dark Fiber is denied, upon written request of TWTC, subject to the requirements of nondisclosure and confidentiality set forth in the General Terms and Conditions of this Agreement, BellSouth will disclose the specific reasons for the denial. If TWTC disputes the availability of the Dark Fiber after receiving BellSouth's rationale, it may invoke the dispute resolution process set forth in the General Terms and Conditions of this Agreement.
- 6.4.3.2 If the requested Dark Fiber Transport has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at TWTC's request subject to time and materials charges.
- 6.4.3.3 TWTC is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.

6.4.3.4 BellSouth shall use its best efforts to provide to TWTC information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from TWTC. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.

6.4.3.5 If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to TWTC within twenty (20) business days after TWTC submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable TWTC to connect or splice TWTC provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

7 BellSouth Switched Access (“SWA”) 8XX Toll Free Dialing Ten Digit Screening Service

7.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (“8XX SCP Database”) is a Signaling control Point (“SCP”) that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the Switching Service Point (“SSP”) or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (“8XX TFD Service”) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At TWTC’s option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by TWTC.

7.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

8 Line Information Database (“LIDB”)

8.1 The Line Information Database (“LIDB”) is a transaction-oriented database accessible through Common Channel Signaling (“CCS”) networks. For access to LIDB, TWTC must purchase appropriate signaling links pursuant to Section 9 of this Attachment. LIDB 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 Technical Requirements
- 8.2.1 BellSouth will offer to TWTC any additional capabilities that are developed for LIDB during the life of this Agreement.
- 8.2.2 BellSouth shall process TWTC's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to TWTC what additional functions (if any) are performed by LIDB in the BellSouth network.
- 8.2.3 Within two (2) weeks after a request by TWTC, BellSouth shall provide TWTC with a list of the customer data items, which TWTC 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 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.
- 8.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 8.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 8.2.7 All additions, updates and deletions of TWTC data to the LIDB shall be solely at the direction of TWTC. Such direction from TWTC will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 8.2.8 BellSouth shall provide priority updates to LIDB for TWTC data upon TWTC'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.
- 8.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of TWTC customer records will be missing from LIDB, as measured by TWTC audits. BellSouth will audit TWTC records in LIDB against DBAS to identify record mismatches and provide this data to a designated TWTC contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to TWTC within one business day of audit. Once reconciled records are received back from TWTC, 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 TWTC to negotiate a time frame for the updates, not to exceed three business days.

- 8.2.10 BellSouth shall perform backup and recovery of all of TWTC'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.
- 8.2.11 BellSouth shall provide TWTC 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 TWTC and BellSouth.
- 8.2.12 BellSouth shall prevent any access to or use of TWTC 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 TWTC in writing.
- 8.2.13 BellSouth shall provide TWTC 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 TWTC at least at parity with BellSouth Customer Data. BellSouth shall obtain from TWTC the screening information associated with LIDB Data Screening of TWTC 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 TWTC under the BFR/NBR process as set forth in Attachment 12.
- 8.2.14 BellSouth shall accept queries to LIDB associated with TWTC customer records, and shall return responses in accordance with industry standards.
- 8.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 8.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 8.3 Interface Requirements
 - 8.3.1 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
 - 8.3.2 The interface to LIDB shall be in accordance with the technical references contained within.
 - 8.3.3 The CCS interface to LIDB shall be the standard interface described herein.

- 8.3.4 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.
- 8.3.5 The application of the LIDB rates contained in Exhibit B to this Attachment will be based on a Percent CLEC LIDB Usage (“PCLU”) factor. TWTC shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. TWTC shall update its PCLU on the first of January, April, July and October and shall send it to BellSouth to be received no later than thirty (30) calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PCLU calculation and reporting shall be as set forth in Attachment 3, Exhibit F (i.e., BellSouth’s Jurisdictional Factors Reporting Guide).

9 Signaling

- 9.1 BellSouth shall 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.

9.2 Signaling Link Transport

- 9.2.1 Signaling Link Transport is a set of two or four dedicated 56 kbps transmission paths between TWTC-designated Signaling Points of Interconnection that provide appropriate physical diversity.
- 9.2.2 Technical Requirements
- 9.2.3 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:
- 9.2.3.1 As an “A-link” Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and
- 9.2.3.2 As a “B-link” Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs).
- 9.2.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:
- 9.2.4.1 An A-link layer shall consist of two links.

- 9.2.4.2 A B-link layer shall consist of four links.
- 9.2.4.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 9.2.4.4 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
 - 9.2.4.5 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).
- 9.2.5 Interface Requirements
 - 9.2.5.1 There shall be a DS1 (1.544 Mbps) interface at TWTC's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 9.3 **Signaling Transfer Points ("STPs")**
 - 9.3.1 A Signaling Transfer Point is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
 - 9.3.2 Technical Requirements
 - 9.3.2.1 Signaling Transfer Points shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. Signaling Transfer Points also provide access to third-party local or tandem switching and Third-party-provided Signaling Transfer Points.
 - 9.3.2.2 The connectivity provided by Signaling Transfer Points shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part ("TCAP") user data that constitutes the content of the message.
 - 9.3.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a TWTC 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 TWTC 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.

- 9.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a TWTC 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 TWTC database, then TWTC agrees to provide BellSouth with the Destination Point Code for TWTC database.
- 9.3.2.5 STPs shall provide all functions of the OMAP as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test ("MRVT"); and SCCP Routing Verification Test ("SRVT").
- 9.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a TWTC 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 may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

9.4 **SS7 Advanced Intelligent Network (AIN) Access**

- 9.4.1 When technically feasible and upon request by TWTC, SS7 AIN 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 TWTC's SS7 network to exchange TCAP queries and responses with a TWTC SCP.
- 9.4.2 SS7 AIN Access shall provide TWTC SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and TWTC SS7 Networks. BellSouth shall offer SS7 AIN 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 TWTC SCP

as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

9.4.3 Interface Requirements

9.4.3.1 BellSouth shall provide the following STP options to connect TWTC or TWTC-designated local switching systems to the BellSouth SS7 network:

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

9.4.3.1.2 A B-link interface from TWTC local STPs.

9.4.3.2 Each type of interface shall be provided by one or more layers of signaling links.

9.4.3.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element 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.

9.4.3.4 BellSouth shall provide intraoffice diversity between the Signaling Point of Interconnection and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

9.4.4 Message Screening

9.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from TWTC local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the TWTC switching system has a valid signaling relationship.

9.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from TWTC local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the TWTC switching system has a valid signaling relationship.

9.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from TWTC from any signaling point or network interconnected through BellSouth's SS7 network where the TWTC SCP has a valid signaling relationship.

9.5 **Service Control Points/Databases**

- 9.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides 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 deployed in a 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 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 9.5.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 9.5.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 9.6 **Local Number Portability Database**
- 9.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. 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 SS7 Network Interconnection is the interconnection of TWTC local signaling transfer point switches or TWTC local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, TWTC local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 9.7.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and TWTC or other third-party switching systems with A-link access to the BellSouth SS7 network.

- 9.7.3 If traffic is routed based on dialed or translated digits between a TWTC 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 TWTC local signaling transfer point switches and BellSouth or other third-party local switch.
- 9.7.4 SS7 Network Interconnection shall provide:
 - 9.7.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 9.7.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 9.7.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.7.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI 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 TWTC local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of TWTC local STPs, and shall not include SCCP Subsystem Management of the destination.
- 9.7.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part, as specified in ANSI T1.113.
- 9.7.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 9.7.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 9.7.9 Interface Requirements
 - 9.7.9.1 The following SS7 Network Interconnection interface options are available to connect TWTC or TWTC-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
 - 9.7.9.1.1 A-link interface from TWTC local or tandem switching systems; and

- 9.7.9.1.2 B-link interface from TWTC STPs.
- 9.7.9.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 9.7.9.3 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection 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.
- 9.7.9.4 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.
- 9.7.9.5 BellSouth shall set message screening parameters to accept messages from TWTC local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the TWTC switching system has a valid signaling relationship.

10 Operator Service and Directory Assistance

- 10.1 Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, and Operator-assisted Directory Assistance.
- 10.2 Upon request for BellSouth Operator Services, BellSouth shall:
 - 10.2.1 Process 0+ and 0- dialed local calls.
 - 10.2.2 Process 0+ and 0- intraLATA toll calls.
 - 10.2.3 Process calls that are billed to TWTC end user's calling card that can be validated by BellSouth.
 - 10.2.4 Process person-to-person calls.
 - 10.2.5 Process collect calls.
 - 10.2.6 Provide the capability for callers to bill to a third party and shall also process such calls.

- 10.2.7 Process station-to-station calls.
- 10.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
- 10.2.9 Process emergency call trace originated by Public Safety Answering Points.
- 10.2.10 Process operator-assisted directory assistance calls.
- 10.2.11 Adhere to equal access requirements, providing TWTC local end users the same IXC access as provided to BellSouth end users.
- 10.2.12 Exercise at least the same level of fraud control in providing Operator Service to TWTC that BellSouth provides for its own operator service.
- 10.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 10.2.14 Direct customer account and other similar inquiries to the customer service center designated by TWTC.
- 10.2.15 Provide call records to TWTC in accordance with ODUF standards specified in Attachment 7.
- 10.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 10.3 **Directory Assistance Service**
- 10.3.1 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.
- 10.3.2 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by TWTC'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.
- 10.3.3 **Directory Assistance Service Updates**
- 10.3.3.1 BellSouth shall update end user listings changes daily. These changes include:
 - 10.3.3.1.1 New end user connections
 - 10.3.3.1.2 End user disconnections
 - 10.3.3.1.3 End user address changes

10.3.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

10.4 **Branding for Operator Call Processing and Directory Assistance**

10.4.1 BellSouth's branding feature provides a definable announcement to TWTC end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows TWTC to have its calls custom branded with TWTC's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in this Attachment.

10.4.2 BellSouth offers three (3) service levels of branding to TWTC when ordering BellSouth's Directory Assistance and Operator Call Processing.

10.4.2.1 Service Level 1 - BellSouth Branding

10.4.2.2 Service Level 2 - Unbranding

10.4.2.3 Service Level 3 - Custom Branding

10.4.3 Where TWTC resells BellSouth's services or purchases unbundled local switching from BellSouth, and utilizes a directory assistance provider and operator services provider other than BellSouth, BellSouth will route TWTC's end user calls to that provider through Selective Carrier Routing.

10.4.4 **For Use with an Unbundled Port**

10.4.4.1 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for TWTC to have its OS/DA calls routed to BellSouth's OS/DA platform for BellSouth provided Custom Branded or Unbranded OS/DA or to its own or an alternate OS/DA platform for Self-Branded OS/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

10.4.4.2 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.

10.4.4.3 Where available, TWTC specific and unique line class codes are programmed in each BellSouth end office switch where TWTC intends to serve end users with customized OS/DA branding. The line class codes specifically identify TWTC's end users so OS/DA calls can be routed over the appropriate trunk group to the requested OS/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per

NPA), and/or if the end office switch serves multiple rate areas and TWTC intends to provide TWTC -branded OS/DA to its end users in these multiple rate areas.

- 10.4.4.4 BellSouth Branding is the Default Service Level.
- 10.4.4.5 SCR-LCC supporting Custom Branding and Self Branding require TWTC to order dedicated trunking from each BellSouth end office identified by TWTC, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the TWTC Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.4.6 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by TWTC to the BellSouth TOPS. These calls are routed to “No Announcement.”
- 10.4.4.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OS/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OS/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.
- 10.4.4.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, TWTC shall not be required to purchase dedicated trunking.
- 10.4.4.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, TWTC must have its Operating Company Number (“OCN(s)”) and telephone numbers reside in BellSouth’s LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, TWTC must submit a manual order form which requires, among other things, TWTC’s OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. TWTC shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon TWTC’s purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all TWTC end users served by that TOPS will receive the Unbranded “no announcement” or the Custom Branded announcement.

10.4.4.10 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment. In addition to the charges for Unbranding and Custom Branding via OLNS software, TWTC shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in this Attachment. Further, where TWTC is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

10.4.5 **For Facilities Based Carriers**

10.4.5.1 All Service Levels require TWTC 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.

10.4.5.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which TWTC requires service.

10.4.5.3 Directory Assistance customized branding uses:

10.4.5.3.1 the recording of TWTC;

10.4.5.3.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

10.4.5.4 Operator Call Processing customized branding uses:

10.4.5.4.1 the recording of TWTC;

10.4.5.4.2 the front-end loading of the DRAM in the TOPS Switch;

10.4.5.4.3 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

10.5 **Directory Assistance Database Service (DADS)**

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available at the rates set forth in this Attachment solely for the expressed purpose of providing Directory Assistance type services to TWTC end users. The term "end user" denotes any entity that 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). TWTC agrees that DADS will not be used for any purpose that violates federal or state laws, statutes, regulatory orders or tariffs.

For the purposes of provisioning a Directory Assistance type service, all terms and conditions of GSST A38 apply and are incorporated by reference herein. Except for the permitted uses, TWTC agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS.

- 10.5.2 BellSouth shall initially provide TWTC with a Base File of subscriber listings via magnetic tape. DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each central office requested. BellSouth will require approximately 30- 45 days after receiving an order from TWTC to prepare the Base File.
- 10.5.3 BellSouth will provide updates on either a daily or weekly basis reflecting all listing change activity occurring since TWTC's previous update. Delivery of updates will commence immediately after TWTC receives the Base File. Updates will be provided via magnetic tape unless BellSouth and TWTC mutually develop CONNECT: Direct™ electronic connectivity. TWTC will pay all costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
- 10.5.4 TWTC authorizes the inclusion of TWTC Directory Assistance listings in the BellSouth Directory Assistance products, including but not limited to DADS. Any other use is not authorized.

10.6 **Direct Access to Directory Assistance Service**

- 10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide TWTC's directory assistance operators with the ability to search all available BellSouth subscriber listings using the Directory Assistance search format. DADAS will also provide TWTC with the ability to search all available subscriber listings in BellSouth's out-of-region listing database. Subscription to DADAS will allow TWTC 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.

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

- 11.1 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 enhanced routing flexibility for E911.
- 11.2 Technical Requirements

- 11.2.1 BellSouth shall provide TWTC a data link to the ALI/DMS database or permit TWTC to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to TWTC after TWTC inputs end user information into the ALI/DMS database. Alternately, TWTC may request that BellSouth enter TWTC's end user information into the database, and validate end user information.
- 11.2.2 BellSouth is responsible for administering the ALI/DMS database in its entirety. BellSouth shall update and /or change TWTC end user information as provided by TWTC.
- 11.3 Interface Requirements
- 11.3.1 Bell South will ensure that the interface between the E911 Switch or Tandem and the ALI/DMS database is updated in a timely manner for TWTC end users shall meet industry standards.

12 Calling Name (CNAM) Database Service

- 12.1 CNAM is the ability to associate a name with the calling party number, allowing the end user (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides TWTC the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.
- 12.2 TWTC shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing, no less than 60 days prior to TWTC's access to BellSouth's CNAM Database Services and shall be addressed to TWTC's Account Manager.
- 12.3 BellSouth's provision of CNAM Database Services to TWTC requires interconnection from TWTC to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement, incorporated herein by this reference.
- 12.4 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, TWTC shall provide its own CNAM SSP. TWTC's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 12.5 If TWTC 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 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 and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.

- 12.6 The mechanism to be used by TWTC for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by TWTC in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of TWTC to provide accurate information to BellSouth on a current basis.
- 12.7 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.
- 12.8 TWTC 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.
- 13 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**
- 13.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide TWTC the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.
- 13.2 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 TWTC. 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.
- 13.3 BellSouth SCP shall partition and protect TWTC service logic and data from unauthorized access.
- 13.4 When TWTC selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable TWTC to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 13.5 TWTC access will be provided via remote data connection (e.g., dial-in, ISDN).
- 13.6 BellSouth shall allow TWTC to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

14 Basic 911 and E911

- 14.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 14.2 Basic 911 Service Provisioning. BellSouth will provide to TWTC 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. TWTC 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. TWTC will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, TWTC will be required to begin using E911 procedures.
- 14.3 E911 Service Provisioning. TWTC shall install a minimum of two dedicated trunks originating from the TWTC 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. TWTC will be required to provide BellSouth updates to the E911 database when changes occur. TWTC 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, TWTC 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. TWTC 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.
- 14.4 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on TWTC beyond applicable charges for BellSouth trunking arrangements.
- 14.5 Basic 911 and E911 functions provided to TWTC shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

- 14.6 The detailed practices and procedures for 911/E911 services are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement.
- 15 Operational Support Systems (“OSS”)**
- 15.1 BellSouth has developed and made available the following electronic interfaces by which TWTC may submit LSRs electronically.
- | | |
|------|-----------------------------------|
| LENS | Local Exchange Navigation System |
| EDI | Electronic Data Interchange |
| TAG | Telecommunications Access Gateway |
- 15.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. 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. All OSS charges are specified in Rate Exhibit B of this Attachment 2.
- 15.3 Denial/Restoral OSS Charge
- 15.3.1 In the event TWTC 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.
- 15.4 Cancellation OSS Charge
- 15.4.1 TWTC will incur an OSS charge for an accepted LSR that is later canceled.
- 15.4.2 Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 15.4.3 Network Elements and Other Services Manual Additive
- 15.4.3.1 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 B.

EXHIBIT A**LINE INFORMATION DATA BASE (LIDB)****FACILITIES BASED STORAGE AGREEMENT****I. Definitions**

- A. Billing number - a number that TWTC 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 TWTC.
- C. Special billing number - a ten-digit number that identifies a billing account established by TWTC.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four-digit security code assigned by TWTC that 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 TWTC.
- 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 TWTC.

II. General

- 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 TWTC and pursuant to which BellSouth, its LIDB customers and TWTC shall have access to such information. In addition, this Agreement sets forth the terms and conditions for TWTC's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. TWTC 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 TWTC, 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 TWTC'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.

- B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether TWTC has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

BellSouth is authorized to 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.

3. Fraud Control

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 TWTC of fraud alerts so that TWTC may take action it deems appropriate.

III. Responsibilities of the Parties

- A. BellSouth will administer all data stored in the LIDB, including the data provided by TWTC pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to TWTC 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.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearinghouses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from end users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate TWTC's data from BellSouth's data, the following terms and conditions shall apply:

1. TWTC will accept responsibility for telecommunications services billed by BellSouth for its B&C Customers for TWTC's End User accounts which are resident in LIDB pursuant to this Agreement. TWTC authorizes BellSouth to

place such charges on TWTC's bill from BellSouth and shall pay all such charges including, but not limited to, collect and third number calls.

2. Charges for such services shall appear on a separate BellSouth bill page identified with the name of the B&C Customers for which BellSouth is billing the charge.
3. TWTC shall have the responsibility to render a billing statement to its End Users for these charges, but TWTC shall pay BellSouth for the charges billed regardless of whether TWTC collects from TWTC's End Users.
4. BellSouth shall have no obligation to become involved in any disputes between TWTC and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to TWTC. It shall be the responsibility of TWTC and the B&C Customers to negotiate and arrange for any appropriate adjustments.

C. SPNP Arrangements

1. BellSouth will include billing number information associated with exchange lines or SPNP arrangements in its LIDB. TWTC will request any toll billing exceptions via the Local Service Request (LSR) form used to order exchange lines, or the SPNP service request form used to order SPNP arrangements.
2. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the 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 local exchange lines or the SPNP arrangements. For local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of TWTC. BellSouth will not issue line-based calling cards in the name of TWTC's individual End Users. In the event that TWTC wants to include calling card numbers assigned by TWTC in the BellSouth LIDB, a separate agreement is required.

V. Fees for Service and Taxes

- A. TWTC will not be charged a fee for storage services provided by BellSouth to TWTC, as described in this LIDB Facilities Based Storage 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 TWTC in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONAL SUPPORT SYSTEMS																
NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.																
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		3.50									
UNE SERVICE DATE ADVANCEMENT CHARGE																
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			ALL UNE	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	13.19	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.23	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	22.53	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		78.92	78.92				20.35	10.54	13.32	13.32	
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.33	23.33				20.35	10.54	13.32	13.32	
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.80	8.95				20.35	10.54	13.32	13.32	
	Engineering Information Document (EI)			UEANL	UEANM		28.80	28.80								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		36.52	36.52								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		34.29	34.29								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	13.19	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	17.23	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	22.53	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		36.52	36.52								
	Engineering Information Document			UEQ			28.80	28.80				20.35	10.54	13.32	13.32	
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		78.92	78.92				20.35	10.54	13.32	13.32	
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.33	23.33				20.35	10.54	13.32	13.32	
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.29	7.44				20.35	10.54	13.32	13.32	
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	13.19	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	13.19	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	17.23	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	17.23	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	22.53	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	22.53	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32	
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	16.56	75.06	48.20	28.70	17.64		20.35	10.54	13.32	13.32	
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	21.63	75.06	48.20	28.70	17.64		20.35	10.54	13.32	13.32	

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	22.22	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.02	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.95	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	22.22	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	29.02	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	37.95	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	13.82	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.05	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	23.60	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1	I	1	UAL	UAL2W	13.82	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2	I	2	UAL	UAL2W	18.05	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3	I	3	UAL	UAL2W	23.60	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch	I		UAL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.83	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.15	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.50	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	10.83	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	14.15	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	18.50	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.93	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.20	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	23.80	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	13.93	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	18.20	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	23.80	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	57.73	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	75.40	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	98.59	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		34.59									
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.47	40.11					20.35	10.54	13.32	13.32
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34.29									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.28	49.82					20.35	10.54	13.32	13.32
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1	I	1	UCL	UCLPB	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2	I	2	UCL	UCLPB	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3	I	3	UCL	UCLPB	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCLPW	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL2L	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL2L	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL2L	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL2W	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL2W	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL2W	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
4-WIRE COPPER LOOP																
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4S	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4S	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4S	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4W	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4W	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4W	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4L	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4L	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4L	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4O	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4O	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4O	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		65.40	65.40					20.35	10.54	13.32	13.32
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL, ULS, UEQ	ULM2G		710.71	23.77					20.35	10.54	13.32	13.32
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL	ULM4L		65.40	65.40					20.35	10.54	13.32	13.32
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		710.71	23.77					20.35	10.54	13.32	13.32
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		65.44	65.44					20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		517.25	517.25					20.35	10.54	13.32	13.32
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		42.68	42.68					20.35	10.54	13.32	13.32
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		313.01	313.01					20.35	10.54	13.32	13.32
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		108.06	108.06					20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN2	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.30	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.54	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	12.47	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	1.35	94.56	29.35					20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	2.26	116.14	37.10					20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.16	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	6.74	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	8.81	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	6.52	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	8.52	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	11.14	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
Unbundled Sub-Loop Modification																
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		335.36	7.82					20.34	10.54	13.32	13.32
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		335.36	7.82					20.35	10.54	13.32	13.32
	Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		528.48	9.74					20.35	10.54	13.32	13.32
Unbundled Network Terminating Wire (UNTW)																
	Unbundled Network Terminating Wire (UNTW) per Pair	I		UENTW	UENPP	0.4555	2.48	2.48					20.35	10.54	13.32	13.32
Network Interface Device (NID)																
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		89.69	54.56	0.6391	0.6391			20.35	10.54	13.32	13.32
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		129.65	94.51	0.6522	0.6522			20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		11.11	11.11					20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		11.11	11.11					20.35	10.54	13.32	13.32
SUB-LOOPS																
	Sub-Loop Feeder															
	USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		517.25						20.35	10.54	13.32	13.32
	USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		42.68	42.68					20.35	10.54	13.32	13.32
	USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		531.04	11.34					20.35	10.54	13.32	13.32

BellSouth/Time Warner
Interconnection
Agreement

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade- Statewide		sw	UEA	USBFA	12.05	122.24	85.05	76.35	39.16				20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		34.29										
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB	12.05	122.24	85.05	76.35	39.16				20.35	10.54	13.32	13.32
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		34.29										
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFC	12.05	122.24	85.05	76.35	39.16				20.35	10.54	13.32	13.32
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		34.29										
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	21.52	137.31	61.93	118.04	30.13				20.35	10.54	13.32	13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	28.11	137.31	61.93	118.04	30.13				20.35	10.54	13.32	13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	36.76	137.31	61.93	118.04	30.13				20.35	10.54	13.32	13.32
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		34.29										
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	21.52	137.31	61.93	118.04	30.13				20.35	10.54	13.32	13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	28.11	137.31	61.93	118.04	30.13				20.35	10.54	13.32	13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	36.76	137.31	61.93	118.04	30.13				20.35	10.54	13.32	13.32
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		34.29										
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	16.11	142.83	67.45	104.67	18.53				19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	21.04	142.83	67.45	104.67	18.53				19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	27.51	142.83	67.45	104.64	18.53				19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		34.29										
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	16.11	142.83	67.45	104.67	18.53				19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	21.04	142.83	67.45	104.67	18.53				19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	27.51	142.83	67.45	104.64	18.53				19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	39.74	116.00	40.62	106.82	18.91				19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	51.90	116.00	40.62	106.82	18.91				19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	67.86	116.00	40.62	106.82	18.91				19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		34.59										
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	9.52	114.27	38.89	104.64	18.53				19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	12.43	114.27	38.89	104.64	18.53				19.99	19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	16.26	114.27	38.89	104.64	18.53				19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		34.29										
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	14.37	123.41	48.03	110.44	22.53				19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	18.76	123.41	48.03	110.44	22.53				19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	24.53	123.41	48.03	110.44	22.53				19.99	19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		34.29										
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	26.06	116.00	40.62	106.82	18.91				19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	34.03	116.00	40.62	106.82	18.91				19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	44.50	116.00	40.62	106.82	18.91				19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	26.06	116.00	40.62	106.82	18.91				19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	34.03	116.00	40.62	106.82	18.91				19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	44.50	116.00	40.62	106.82	18.91				19.99	19.99	19.99	19.99
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		34.29										
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	26.06	116.00	40.62	106.82	18.91				19.99	19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	34.03	116.00	40.62	106.82	18.91				19.99	19.99	19.99	19.99

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		34.29									
SUB-LOOPS																
	Sub-Loop Feeder															
	Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	14.11										
	Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	333.26	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
	Sub Loop Feeder - STS-1 - Per Mile Per Month	I		UDLSX	1L5SL	14.11										
	Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	359.02	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
	Sub Loop Feeder - OC-3 - Per Mile Per Month	I		UDLO3	1L5SL	10.71										
	Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	56.64										
	Sub Loop Feeder - OC-3 - Facility Termination Per Month	I		UDLO3	USBF2	546.31	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
	Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	13.18										
	Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	639.98										
	Sub Loop Feeder - OC-12 - Facility Termination Per Month	I		UDL12	USBF3	1,697.00	3,390.00	407.68	165.17	501.31			20.35	10.54	13.32	
	Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	43.22										
	Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	320.36										
	Sub Loop Feeder - OC-48 - Facility Termination Per Month	I		UDL48	USBF4	1,457.00	3,576.00	407.68	165.17	501.31			20.35	10.54	13.32	
	Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	361.44	789.41	407.68	165.17	501.31			20.35	10.54	13.32	
UNBUNDLED LOOP CONCENTRATION																
	Loop Channelization System			ULC	ULCCS	307.07	307.34	74.37	4.18				20.35	10.54	13.32	13.32
	CO Channel Interface - 2-Wire Voice Grade			ULC	ULCC2	1.20	9.57	9.52	8.66	8.60			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	500.18	613.60	613.60					20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	54.82	255.67	255.67					20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	539.00	613.60	613.60					20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	92.37	255.67	255.67					20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	6.23	74.39	53.07	30.23	8.46			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.46	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.46	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.32	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	12.45	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.53	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.332
	Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	35.77	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
									9.71							
UNE OTHER, PROVISIONING ONLY - NO RATE																
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
	Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0.00	0.00									
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
	Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.19										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	374.24	595.37	304.50	234.83	170.16			36.84	36.84	19.01	19.01
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.19										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	389.35	595.37	304.50	215.82	151.15			36.84	36.84	19.01	19.01
Note (1): Rates provided in TN for both electronic and manual Loop Makeup are interim and subject to retro-active true-up adjustments pending a permanent rate ruling on these rate elements from the Tennessee Regulatory Authority.																	
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).	R		UMK	UMKLW		0.76	0.76								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).	R		UMK	UMKLP		0.76	0.76								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)	R		UMK	PSUMK		0.76	0.76								
HIGH FREQUENCY SPECTRUM																	
LINE SHARING																	
SPLITTERS-CENTRAL OFFICE BASED																	
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	100.00	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	25.00	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32
		Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		163.06	0.00	92.71	0.00			20.35	10.54	13.32	13.32
END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																	
		Line Sharing - per Line Activation (BST owned Splitter)			ULS	ULSDC	0.61	40.00	31.39	0.00	0.00			20.35	10.54	13.32	13.32
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		30.00	15.00					20.35	10.54	13.32	13.32
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		30.00	15.00					20.35	10.54	13.32	13.32
		Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	0.00	0.00			20.35	10.54	13.32	13.32
LINE SPLITTING																	
END USER ORDERING-CENTRAL OFFICE BASED																	
		Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
		Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
REMOTE SITE HIGH FREQUENCY SPECTRUM																	
SPLITTERS-REMOTE SITE																	
		Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	25.00	150.00	0.00	150.00	0.00			20.35	10.54	13.32	13.32
		Remote Site Line Share Cable Pair Activation CLEC Owned at RS and Deactivation	I		ULS	ULSTG		74.38	0.00	46.77	0.00						
END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING																	
		Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	40.00	31.39	35.06	10.79			20.35	10.54	13.32	13.32
		RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	40.00	31.39	35.06	10.79			20.35	10.54	13.32	13.32
UNBUNDLED DEDICATED TRANSPORT																	
NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0054										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
8XX ACCESS TEN DIGIT SCREENING																
		8XX Access Ten Digit Screening, Per Call			OHD		0.0005192									
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		5.21	0.76					20.35	20.35	13.28 13.28
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			11.47	1.46	7.34	0.7602			20.35	20.35	13.28 13.28
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		11.47	1.46	7.34	0.7602			20.35	20.35	13.28 13.28
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.47	2.24					20.35	20.35	13.28 13.28
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		5.23	3.00					20.35	20.35	13.28 13.28
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		5.97	0.76					20.35	20.35	13.28 13.28
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.47						20.35	20.35	13.28 13.28
LINE INFORMATION DATA BASE ACCESS (LIDB)																
		LIDB Common Transport Per Query			OQT		0.0000354									
		LIDB Validation Per Query			OQU		0.0117403									
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		49.03						20.35	20.35	13.28 13.28
SIGNALING (CCS7)																
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	138.41									
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000916									
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.84	130.84	130.84					20.35	20.35	13.32 13.32
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.84	130.84	130.84					20.35	20.35	13.32 13.32
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000373									
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.30									
		Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121.77	121.77					20.35	20.35	13.32 13.32
CALLING NAME (CNAM) SERVICE																
		CNAM for DB Owners, Per Query			OQV		0.0010541									
		CNAM for Non DB Owners, Per Query			OQV		0.0010541									
		CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		595.00	595.00					20.35	20.35	13.28 13.28
OPERATOR CALL PROCESSING																
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.08									
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.13									
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.1010353									
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.122818									
INWARD OPERATOR SERVICES																
		Inward Operator Services - Verification, Per Minute					1.03									
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.03									
BRANDING - OPERATOR CALL PROCESSING																
	Facility based CLEC															
		Recording of Custom Branded OA Announcement				CBAOS		1,555.00	1,553.00	7.03	7.03			19.99	19.99	19.99 19.99
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN				CBAOL		240.71	240.71					19.99	19.99	
	UNEP CLEC															
		Recording of Custom Branded OA Announcement						1,555.00	1,555.00					19.99	19.99	19.99 19.99
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						240.71	240.71					19.99	19.99	
	Unbranding via OLNS for UNEP CLEC															
		Loading of OA per OCN (Regional)						1,200.00	1,200.00					19.99	19.99	
DIRECTORY ASSISTANCE SERVICES																

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	OSS Rates(\$)			
													SOMAN	SOMAN	SOMAN	SOMAN
	DIRECTORY ASSISTANCE ACCESS SERVICE															
	Directory Assistance Access Service Calls, Charge Per Call					0.2286787										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)															
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.0364771										
	NUMBER SERVICES INTERCEPT ACCESS SERVICE															
	Number Services Intercept Per Query					0.017793										
	DIRECTORY TRANSPORT (DT)															
	DT-Local Channel DS1					40.99	277.35	233.26	33.18	22.30			20.35	10.54	13.32	1.40
	DT-DS1 Level Interoffice per mile					0.3562										
	DT-DS1 Level Interoffice per facility termination					77.86	112.40	76.27	19.55	14.99			20.35	10.54	13.32	1.40
	SWA Common Transport per Directory Assistance Access Service Per Call					0.000271										
	SWA Common Transport per Directory Assistance Access Service Per Call Per Mile					0.0000165										
	Access Tandem Switching Per Directory Assistance Access Service Per Call					0.0001875										
	DT- Directory Assistance Interconnection Per Directory Assistance Service Call					0.00										
	DT-Installation NRC, Per Trunk or Signaling Connection						204.62	4.43	136.09	4.43			20.35	10.54	13.32	1.40
	DT Local Channel DS1-Incremental Cost-Manual Svc Order vs Electronic						45.68	1.76	21.75	1.76						
	DT Interoffice DS1-Incremental Cost-Manual Svc Order vs Electronic						20.35	21.09	9.80	10.54						
	DIRECTORY ASSISTANCE SERVICES															
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)															
	Directory Assistance Data Base Service Charge Per Listing					0.0485										
	Directory Assistance Data Base Service, per month				DBSOF	104.13										
	BRANDING - DIRECTORY ASSISTANCE															
	Facility Based CLEC															
	Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		1,555.00	1,553.00	7.03	7.03			20.35	10.54	13.32	1.40
	Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		240.71	240.71					20.35	10.54		
	UNEP CLEC												20.35	10.54		
	Recording of DA Custom Branded Announcement						1,555.00	1,553.00	7.03	7.03			20.35	10.54	13.32	1.40
	Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						240.71	240.71					20.35	10.54		
	Unbranding via OLNS for UNEP CLEC												20.35	10.54		
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00					20.35	10.54		
	Loading of DA per Switch per OCN						16.00	16.00					20.35	10.54		
	SELECTIVE ROUTING															
	Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		179.60	179.60					20.35	20.35		
	VIRTUAL COLLOCATION															
	Virtual Collocation - Application Cost			AMTFS	EAF		2,633.00	2,633.00					2.07	2.81	0.67	1.41
	Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,749.00	1,749.00					2.07	2.81	0.67	1.41
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91										
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.79										
	Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.87										
	Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL,AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67			2.07	2.81	0.67	1.41
		Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12,UDLO3, U1T48,U1T12, U1T03,ULDO3, ULD12,ULD48, UDF	CNC2F	3.03	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
		Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12,UDLO3, U1T48,U1T12, U1T03,ULDO3, ULD12,ULD48, UDF	CNC4F	6.06	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
		Virtual collocation - DS1 Cross Connects			USL,ULC,AMTFS,ULR, UXTD1,UNC1X, ULDD1,U1TD1, USLEL,UNLD1	CNC1X	1.32	32.22	17.76	10.46	8.75			2.07	2.81	0.67	1.41
		Virtual collocation - DS3 Cross Connects			USL,ULC,AMTFS,U E3, U1TD3, UXTS1,UXTD3, UNC3X,UNCSX, ULDD3,U1TS1, ULDS1,UDLSX, UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99			2.07	2.81	0.67	1.41
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0031										
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045										
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		555.03						2.07	2.81	0.67	1.41
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		555.03						2.07	2.81	0.67	1.41
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,711.00									
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06									
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.05	18.05								
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45	8.45								
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57	29.57								
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42	279.42								
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.15	20.44					2.07	2.81	0.67	1.41
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		41.50	25.61					2.07	2.81	0.67	1.41
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		49.86	30.79					2.07	2.81	0.67	1.41
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64	30.64					2.07	2.81	0.67	1.41
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77	35.77					2.07	2.81	0.67	1.41
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90	40.90					2.07	2.81	0.67	1.41
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.0511435	36.23	36.23				20.35	20.35	13.28	13.28	
ENHANCED EXTENDED LINK (EELs)																
NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;																
NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																
NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)																
NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)																
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54	
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54	
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54	
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.3562										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		20.35	21.09	9.80	10.54	
	DS1 Channelization System Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
	Voice Grade COCI - DS1 To DS0 Interface - Per Month			UNCVX	1D1VG	0.91	5.70	4.42								
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54	
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54	
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54	
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12		20.35	21.09	9.80	10.54	
4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54	
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54	
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54	
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		20.35	21.09	9.80	10.54	
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42								
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54	
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54	
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54	
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12		20.35	21.09	9.80	10.54	
4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54	

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
	Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	21.09	9.80	10.54
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	2.34										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
	DS3 to DS1 Channel System combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77						
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42								
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0174										
	Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	21.79	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0174										
	Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	27.30	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	9.19										
	High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	373.47	240.23	180.87	106.78	45.24			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.34										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring	Add'l	Nonrecurring	Disconnect	OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)															
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	9.19										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	394.56	240.23	180.87	106.78	45.24			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	2.34										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)															
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.3562										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	21.09	9.80	10.54
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3.24	5.70	4.42					20.35	21.09	9.80	10.54
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	3.24	5.70	4.42					20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)															
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	2.34										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
		STS1 to DS1 Channel System combination per month			UNCSX	MQ3	222.98	156.02	49.41	17.12	6.77			20.35	21.09	9.80	10.54
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	21.09	9.80	10.54
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42					20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
													SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																		
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1			1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2			2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3			3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile				UNCDX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination				UNCDX	U1TD5	21.19	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge				UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																		
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1			1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2			2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3			3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile				UNCDX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination				UNCDX	U1TD6	21.19	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge				UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
ADDITIONAL NETWORK ELEMENTS																		
When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.																		
When used as ordinarily combined network elements in Tennessee, the non-recurring charges apply and the Switch As Is Charge does not.																		
Node (SynchroNet)																		
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																		
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG				UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps				UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1				UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3				UNC3X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1				UNCSX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																		
		Local Channel - Dedicated - 2-Wire Voice Grade Zone 1			1	UNCVX	ULDV2	17.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 2-Wire Voice Grade Zone 2			2	UNCVX	ULDV2	22.44	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 2-Wire Voice Grade Zone 3			3	UNCVX	ULDV2	29.34	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 4-Wire Voice Grade Zone 1			1	UNCVX	ULDV4	18.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 4-Wire Voice Grade Zone 2			2	UNCVX	ULDV4	23.74	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 4-Wire Voice Grade Zone 3			3	UNCVX	ULDV4	31.05	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - DS1 per month Zone 1			1	UNC1X	ULDF1	36.24	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Local Channel - Dedicated -DS1 Per Month Zone 2			2	UNC1X	ULDF1	47.33	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - DS1- Per Month Zone 3			3	UNC1X	ULDF1	61.89	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - DS3 - Per Mile per month				UNC3X	1L5NC	7.15										
		Local Channel - Dedicated - DS3 - Facility Termination				UNC3X	ULDF3	611.30	595.37	304.50	215.82	151.15			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - STS-1- Per Mile per month				UNCSX	1L5NC	7.15										
		Local Channel - Dedicated - STS-1 - Facility Termination				UNCSX	ULDFS	599.59	588.07	297.20	215.82	151.15			20.35	21.09	9.80	10.54
MULTIPLEXERS																		
		Channelization - DS1 to DS0 Channel System				UXTD1	MQ1	80.77	141.67	77.11	14.51	13.46			20.35	9.80	11.49	1.18
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)				UDL	1D1DD	1.82	6.07	4.66					20.35	9.80	11.49	1.18

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	3.10	6.07	4.66					20.35	9.80	11.49	1.18
	Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.91	6.07	4.66					20.35	9.80	11.49	1.18
	DS3 to DS1 Channel System per month			UXTD3	MQ3	222.98	308.03	108.47	44.47	42.62			20.35	9.80	11.49	1.18
	STS1 to DS1 Channel System per month			UXTS1	MQ3	222.98	308.03	108.47	44.47	42.62			20.35	21.09	9.80	9.80
	DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	17.58	6.07	4.66					20.35	9.80	11.49	1.18
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1		6.07	4.66					20.35	9.80	11.49	1.18
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	Exchange Ports															
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs															
	2-WIRE VOICE GRADE LINE PORT RATES (RES)															
	Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAQ	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Res (AC7)			UEPSR	UEPAH	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (F2R)			UEPSR	UEPAK	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACER)			UEPSR	UEPAL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR)			UEPSR	UEPAM	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (1MF2X)			UEPSR	UEPAN	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (2MR)			UEPSR	UEPAO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	FEATURES															
	All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)															
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAV	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1)			UEPSB	UEPAC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2)			UEPSB	UEPAD	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port - Bus (B2F)			UEPSB	UEPAE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	FEATURES															
	All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	EXCHANGE PORT RATES (DID & PBX)															
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire TN Outward Calling Plan PBX Trunk - Bus			UEPSP	UEPTO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 2-Way PBX Tennessee Calling Port			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPSP	UEPTO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPSP	UEPXN	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPSP	UEPXU	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPSP	UEPXV	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	FEATURES															
	All Available Vertical Features			UEPSP	UEPSE	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	EXCHANGE PORT RATES (COIN)															
	Exchange Ports - Coin Port					2.11	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
	UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)															
	EXCHANGE PORT RATES															
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.97	47.75	47.01	9.21	8.47			20.35	10.54	13.32	1.40
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	35.74	75.93	38.15	8.77	8.04			20.35	10.54	13.32	1.40
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX	UEPSX	16.26	30.23	29.49	4.10	4.10			20.35	10.54	13.32	1.40
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX	UEPSX	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	75.04	148.66	147.18	38.46	36.98			20.35	10.54	13.32	1.40
	UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY															
	UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE															
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Non-Recurring															
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2		1.03	0.29					20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC		1.03	0.29								
	UNBUNDLED REMOTE CALL FORWARDING - Bus															

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UEVJ	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
	Non-Recurring															
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		1.03	0.29					20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		1.03	0.29								
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	End Office Switching (Port Usage)															
	End Office Switching Function, Per MOU					0.0008041										
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0.0009778										
	Common Transport															
	Common Transport - Per Mile, Per MOU					0.0000064										
	Common Transport - Facilities Termination Per MOU					0.0003871										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
For Alabama, Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In AL, GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	21.32										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPRX	UEPAQ	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)			UEPRX	UEPAH	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPRX	UEPAK	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPRX	UEPAN	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPRX	UEPAO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
FEATURES																
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00					30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	OSS Rates(\$)			
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						7.97			
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00					30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPBX	UEPAV	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00					30.89	7.03		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						7.97			
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2	0.00	0.00	0.00					30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.70	22.14	15.25	8.45	3.91			30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00					30.89	7.03		
	FEATURES															
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00					30.89	7.03		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						7.97			
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00					30.89	7.03		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
	2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
	2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPPX	UEPXN	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPPX	UEPXV	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00					30.89	7.03		
	FEATURES															
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00					30.89	7.03		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76						7.97			
ADDITIONAL NRCS																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00					30.89	7.03		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					30.89	7.03		
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			14.18										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			18.01										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			23.02										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32										
2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	1.70	22.14	15.25	8.45	3.91			30.89	7.03		
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.88							30.89	7.03		
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.88							30.89	7.03		
ADDITIONAL UNE COIN PORT/LOOP (RC)																
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	3.45	0.00	0.00					30.89	7.03		
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		1.03	0.29					30.89	7.03		
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2	0.00	0.00	0.00					30.89	7.03		
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	1.89	84.99	57.39	32.36	20.56			30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.79	106.40	63.08	42.67	18.54			30.89	7.03		
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			18.38										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			19.87										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			24.78										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	9.60										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	11.09										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	16.00										
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.78	45.44	29.94	8.45	3.91			30.89	7.03		
NONRECURRING CHARGES - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		8.76	5.75					30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B								
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		8.76	5.75									30.89		7.03		
		Telephone Number/Trunk Group Establishment Charges																				
		DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00													
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00													
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00													
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00													
		Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00													
		LOCAL NUMBER PORTABILITY																				
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00													
		2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																				
		UNE Port/Loop Combination Rates																				
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	32.27															
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR	34.78															
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR	44.32															
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	USL2X	16.20														
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	USL2X	18.71														
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR	USL2X	28.25														
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	16.07	141.75	118.37	49.20	43.26						19.99		19.99		
		NONRECURRING CHARGES - CURRENTLY COMBINED																				
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	UEPPR	USACB	0.00	117.23	117.23									19.99		19.99	
		ADDITIONAL NRCS																				
		2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy Non Feature/Add Trunk			UEPPB	UEPPR	USASB		212.88										19.99		19.99	
		LOCAL NUMBER PORTABILITY																				
		Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0.00	0.00												
		B-CHANNEL USER PROFILE ACCESS:																				
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00												
		CVS (EWSD)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00												
		CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00												
		B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																				
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCD	0.00	0.00	0.00												
		CVS (EWSD)			UEPPB	UEPPR	U1UCE	0.00	0.00	0.00												
		CSD			UEPPB	UEPPR	U1UCF	0.00	0.00	0.00												
		USER TERMINAL PROFILE																				
		User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0.00	0.00	0.00												
		VERTICAL FEATURES																				
		All Vertical Features - One per Channel B User Profile			UEPPB	UEPPR	UEPVF	0.00	0.00	0.00												
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB	UEPPR	M1GNC	17.91	53.99	17.37								19.99		19.99		
		Interoffice Channel mileage each, additional mile			UEPPB	UEPPR	M1GNM	0.173	0.00	0.00												
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																				
		UNE Port/Loop Combination Rates																				
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		132.58															
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		150.25															
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		173.44															
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	57.73															
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	75.40															
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	98.59															
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	74.85	415.53	366.90	89.28	77.43							19.99		19.99		
		NONRECURRING CHARGES - CURRENTLY COMBINED																				

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	OSS Rates(\$)			
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	328.53	328.53					19.99	19.99		
	ADDITIONAL NRCS															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqnt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.94						19.99	19.99		
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		22.36	22.36					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		44.71	44.70					19.99	19.99		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	INTERFACE (Provsioning Only)															
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
	New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	28.39						19.99	19.99		
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	29.11						19.99	19.99		
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	29.39						19.99	19.99		
	CALL TYPES															
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
	Interoffice Channel Mileage															
	Fixed Each Including First Mile			UEPPP	1LN1A	76.1825	145.98	109.85	19.55				19.99	19.99		
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3525										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		93.28							19.99	19.99		
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		110.95							19.99	19.99		
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		134.14							19.99	19.99		
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	57.53										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	75.40										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	98.59										
	UNE Port Rate															
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	35.55	342.80	257.87	61.41	48.49			19.99	19.99		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		312.91	312.91					19.99	19.99		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		312.91	312.91					19.99	19.99		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		312.91	312.91					19.99	19.99		
	ADDITIONAL NRCS															
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		94.88	94.88								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		108.67	108.67					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		108.67	108.67					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		108.67	108.67					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		108.67	108.67					19.99	19.99		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		108.67	108.67					19.99	19.99		
	BIPOLAR 8 ZERO SUBSTITUTION															
	B8ZS - Superframe Format			UEPDC	CCOSF		0.00	590.00					19.99	19.99		

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	OSS Rates(\$)			
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	590.00					19.99	19.99		
	Alternate Mark Inversion															
	AMI - Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
	Telephone Number/Trunk Group Establishment Charges															
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00							19.99	19.99		
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00							19.99	19.99		
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00							19.99	19.99		
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00							19.99	19.99		
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00							19.99	19.99		
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
	Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	75.83	145.98	109.85	19.66	14.99						
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3525	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.3525	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.3525	0.00	0.00								
	Local Number Portability, per DSO Activated			UEPDC	LNPCP	3.15	0.00	0.00								
	Central Office Terminating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	Each System can have up to 24 combinations of rates depending on type and number of ports used															
	UNE DS1 Loop															
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	57.73	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	75.40	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	98.59	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	131.87	0.00	0.00					19.99	19.99		
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	263.74	0.00	0.00					19.99	19.99		
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	527.48	0.00	0.00					19.99	19.99		
	144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	791.42	0.00	0.00					19.99	19.99		
	192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00					19.99	19.99		
	240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,318.70	0.00	0.00					19.99	19.99		
	288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,582.44	0.00	0.00					19.99	19.99		
	384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	2,109.92	0.00	0.00					19.99	19.99		
	480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,637.40	0.00	0.00					19.99	19.99		
	576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	3,164.88	0.00	0.00					19.99	19.99		
	672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,692.36	0.00	0.00					19.99	19.99		
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System															
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	303.61	15.74					19.99	19.99		
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's															
	1 DS1/D4 Channel Bank - Additionally Add NRC for each Port and Assoc Fea Activation			UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41			19.99			
	Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	590.00								

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									</							

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	OSS Rates(\$)			
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPRX	UEPAN	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPRX	UEPAO	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00					30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00					30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		41.50	41.50					30.89	7.03		
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2	0.00	0.00	0.00					30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPBX	UEPAV	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	14.00	90.00	90.00					30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00					30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.50	41.50					30.89	7.03		
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2	0.00	0.00	0.00					30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring			Nonrecurring Disconnect	OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00					30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00					30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41.50	41.50					30.89	7.03		
	ADDITIONAL NRCS															
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					30.89	7.03		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00					30.89	7.03		
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00					30.89	7.03		
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 1-W Out PBX Hotel/Hospital Economy Administrative Calling Port TN			UEPPX	UEPXN	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00					30.89	7.03		
	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	14.00	90.00	90.00					30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPPX	UEPXV	14.00	90.00	90.00					30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00					30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2	0.00	0.00	0.00					30.89	7.03		
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					30.89	7.03		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			26.48										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			30.31										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			35.32										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (Coin)															
	2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	14.00	90.00	90.00					30.89	7.03		
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	14.00	90.00	90.00					30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		41.50	41.50					30.89	7.03		
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2	0.00	0.00	0.00					30.89	7.03		
	UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES															
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			49.60										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			51.09										
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			56.00										
	UNE Loop Rates															
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	9.60										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	11.09										
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	16.00										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

BellSouth/Time Warner
Interconnection
Agreement

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	OSS Rates(\$)			
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	75.40							SOMAN	SOMAN		
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	98.59										
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	925.00	950.00	950.00	130.00	100.00			30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-As-Is Top 8 MSAs only			UEPPP	USACP	0.00	925.00	925.00					30.89	7.03		
	ADDITIONAL NRCS															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqtl Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.94									
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		22.36	22.36								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		44.71	44.70								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	INTERFACE (Provsioning Only)															
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
	New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	28.39									
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	29.11									
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	29.39									
	CALL TYPES															
	Inward			UEPPP	PR7C1	0.00	0.00	0.00								
	Outward			UEPPP	PR7C0	0.00	0.00	0.00								
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
	Interoffice Channel Mileage															
	Fixed Each Including First Mile			UEPPP	1LN1A	76.1825	145.98	109.85	19.55							
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3525										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		93.28										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		110.95										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		134.14										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 4		4	UEPDC												
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	57.53										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	75.40										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	98.59										
	4-Wire DS1 Digital Loop - UNE Zone 4		4	UEPDC	USLDC											
	UNE Port Rate															
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	750.00	982.57	450.10	196.09	19.23			30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPDC	USAC4		312.91	312.91					30.89	7.03		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA		312.91	312.91					30.89	7.03		
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk Top 8 MSAs only			UEPDC	USAWB		312.91	312.91					30.89	7.03		
	ADDITIONAL NRCS															
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		94.88	94.88								
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		108.67	108.67					30.89	7.03		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		108.67	108.67					30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		108.67	108.67					30.89	7.03		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		108.67	108.67					30.89	7.03		
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		108.67	108.67					30.89	7.03		
BIPOLAR 8 ZERO SUBSTITUTION																
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	590.00								
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	590.00								
Alternate Mark Inversion																
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establishment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00										
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00										
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00								
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00										
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
Dedicated DS1 (Interoffice Channel Mileage) -																
FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	75.83	145.98	109.85	19.66	14.99						
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3525	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.3525	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.3525	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00								
	Central Office Terminating Point			UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
A system can have various rate combinations based on type and number of ports used																
UNE DS1 Loop																
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	57.73	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	75.40	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	98.59	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	131.87	0.00	0.00				30.89	7.03			
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	263.74	0.00	0.00				30.89	7.03			
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	527.48	0.00	0.00				30.89	7.03			
	144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	791.42	0.00	0.00				30.89	7.03			
	192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00				30.89	7.03			
	240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,318.70	0.00	0.00				30.89	7.03			
	288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,582.44	0.00	0.00				30.89	7.03			
	384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	2,109.92	0.00	0.00				30.89	7.03			
	480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,637.40	0.00	0.00				30.89	7.03			
	576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	3,164.88	0.00	0.00				30.89	7.03			
	672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,692.36	0.00	0.00				30.89	7.03			
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B					
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
													SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																		
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes - Top 8 MSAs Only			UEPMG	USAC4		0.00	303.61	15.74					30.89	7.03		
System Additions Where Currently Combined and New (Not Currently Combined)																		
In Top 8 MSAs and AL, FL, and NC Only																		
		1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4		0.00	704.68	441.48	138.36	16.41			30.89	7.03		
Bipolar 8 Zero Substitution																		
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF		0.00	0.00	590.00								
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF		0.00	0.00	590.00								
Alternate Mark Inversion (AMI)																		
		Superframe Format			UEPMG	MCOSF		0.00	0.00	0.00								
		Extended Superframe Format			UEPMG	MCOPO		0.00	0.00	0.00								
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port Exchange Ports																		
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX		14.00	0.00	0.00	0.00	0.00			30.89	7.03		
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX		14.00	0.00	0.00	0.00	0.00			30.89	7.03		
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X		14.00	0.00	0.00	0.00	0.00			30.89	7.03		
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM		40.00	0.00	0.00	0.00	0.00			30.89	7.03		
Feature Activations - Unbundled Loop Concentration																		
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM		0.66	40.00	20.00	6.00	5.00						
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU		0.66	110.00	30.00	75.00	15.00						
Telephone Number/ Group Establishment Charges for DID Service																		
		DID Trunk Termination (1 per Port)			UEPPX	NDT		0.00	0.00	0.00								
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4		0.00	0.00	0.00								
		Non-Consecutive DID Numbers - per number			UEPPX	ND5		0.00	0.00	0.00								
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6		0.00	0.00	0.00								
		Reserve DID Numbers			UEPPX	NDV		0.00	0.00	0.00								
Local Number Portability																		
		Local Number Portability - 1 per port			UEPPX	LNPCP		3.15	0.00	0.00								
FEATURES - Vertical and Optional																		
Local Switching Features Offered with Line Side Ports Only																		
		All Features Available			UEPPX	UEPVF		0.00	0.00	0.00								
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																		
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																		
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																		
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																		
For Georgia, Kentucky, Louisiana, Mississippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																		
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																		
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																		
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																		
UNE Port/Loop Combination Rates (Non-Design)																		
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91			14.18										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91			18.01										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91			23.02										
UNE Port/Loop Combination Rates (Design)																		
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91			18.26										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		23.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		29.98										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	28.28										
	UNE Ports															
	All States (Except North Carolina and Sout Carolina)															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	AL, KY, LA, MS, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	Local Switching															
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.6381										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP91	LNPPC	0.35										
	Features															
	All Standard Features Offered, per port			UEP91	UEPVF	0.00						30.89	7.03			
	All Select Features Offered, per port			UEP91	UEPVS	0.00	433.78					30.89	7.03			
	All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00						30.89	7.03			
	NARS															
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP91	UARO X	0.00	0.00	0.00				30.89	7.03			
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP91	CENA6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.66										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMECA	SOMAN	OSS Rates(\$)		
														SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.66									
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.66									
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.66									
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.66									
		Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP91	1PQWQ	0.66									
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.66									
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		1.03	0.29				30.89	7.03		
		New Centrex Standard Common Block			UEP91	M1ACS	0.00	658.60					30.89	7.03		
		New Centrex Customized Common Block			UEP91	M1ACC	0.00	658.60					30.89	7.03		
		Secondary Block, per Block			UEP91	M2CC1	0.00	73.55					30.89	7.03		
		NAR Establishment Charge, Per Occasion			UEP91	URECA		68.57					30.89	7.03		
	UNE-P CENTREX - 5ESS (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		14.18									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		18.01									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		23.02									
	UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		18.26									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		23.33									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		29.98									
	UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	12.48									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	16.31									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	21.32									
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.56									
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	21.63									
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	28.28									
	UNE Port Rate															
	All States															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	AL, KY, LA, MS, SC, & TN Only															
		2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPOH	1.70	22.14	15.25	8.45	3.91		30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
						SOMEc						SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	FL & GA Only																
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP95	URECS	0.6381										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP95	LNPPC	0.35										
	Features																
		All Standard Features Offered, per port			UEP95	UEPVF	0.00						30.89	7.03			
		All Select Features Offered, per port			UEP95	UEPVS	0.00	433.78					30.89	7.03			
		All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00						30.89	7.03			
	NARS																
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00				30.89	7.03			
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00				30.89	7.03			
		Unbundled Network Access Register - Outdial			UEP95	UAROx	0.00	0.00	0.00				30.89	7.03			
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP95	CEND6	8.78	47.75	47.01	9.21	8.47		30.89	7.03			
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP95	M1HD1	35.55	75.93	38.15				30.89	7.03			
		DS0 Channels Activated, each			UEP95	M1HDO	0.00	108.67					30.89	7.03			
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP95	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
		Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		1.03	0.29				30.89	7.03			
		New Centrex Standard Common Block			UEP95	M1ACS	0.00	658.60					30.89	7.03			
		New Centrex Customized Common Block			UEP95	M1ACC	0.00	658.60					30.89	7.03			
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	68.57					30.89	7.03			
	UNE-P CENTREX - DMS100 (Valid in All States)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		14.18										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		18.01										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		23.02										
	UNE Port/Loop Combination Rates (Design)																

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)				
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		18.26									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		23.33									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		29.98									
	UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	12.48									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	16.31									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	21.32									
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	16.56									
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	21.63									
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	28.28									
	UNE Port Rate															
	ALL STATES															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3 Basic Local Area			UEP9D	UEPYE	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3 Basic Local Area			UEP9D	UEPYF	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3Basic Local Area			UEP9D	UEPYG	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3 Basic Local Area			UEP9D	UEPYT	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3 Basic Local Area			UEP9D	UEPYU	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3 Basic Local Area			UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3 Basic Local Area			UEP9D	UEPY3	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.70	22.14	15.25	8.45	3.91		30.89	7.03		

BellSouth/Time Warner
Interconnection
Agreement

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring	Add'l	Nonrecurring Disconnect	OSS Rates(\$)						
								First		First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP9D	URECS	0.6381										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
	Features																
		All Standard Features Offered, per port			UEP9D	UEPVF	0.00						30.89	7.03			
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	433.78					30.89	7.03			
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00						30.89	7.03			
	NARS																
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00				30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	OSS Rates(\$)			
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP9D	UAROx	0.00	0.00	0.00				30.89	7.03			
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP9D	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP9D	M1HD1	35.55	75.93	38.15				30.89	7.03			
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	108.67					30.89	7.03			
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	658.60					30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP9D	URECA		68.57					30.89	7.03			
	UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		14.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		18.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		23.02										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		18.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		23.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		29.98										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	28.28										
	UNE Port Rate															
	AL, FL, KY, LA, MS, & TN only															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			

BellSouth/Time Warner
Interconnection
Agreement

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	AL, KY, LA, MS, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	Local Switching															
	Centrex Intercom Funtionality, per port			UEP9E	URECS	0.6381										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP9E	LNPCc	0.35										
	Features															
	All Standard Features Offered, per port			UEP9E	UEPVF	0.00						30.89	7.03			
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	433.78					30.89	7.03			
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00						30.89	7.03			
	NARS															
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP9E	UAROX	0.00	0.00	0.00				30.89	7.03			
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP9E	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP9E	M1HD1	35.55	75.93	38.15				30.89	7.03			
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	108.67					30.89	7.03			
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP9E	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		1.03	0.29				30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)				
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		New Centrex Standard Common Block			UEP9E	M1ACS	0.00	658.60					30.89	7.03		
		New Centrex Customized Common Block			UEP9E	M1ACC	0.00	658.60					30.89	7.03		
		NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	68.57					30.89	7.03		
		UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo														
		UNE Port/Loop Combination Rates (Non-Design)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		14.18									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		18.01									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		23.02									
		UNE Port/Loop Combination Rates (Design)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		18.26									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		23.33									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		29.98									
		UNE Loop Rate														
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	12.48									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	16.31									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	21.32									
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	16.56									
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	21.63									
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	28.28									
		UNE Port Rate														
		AL, KY, LA, MS, & TN only														
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP93	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP93	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP93	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		Local Switching														
		Centrex Intercom Funtionality, per port			UEP93	URECS	0.6381									
		Local Number Portability														
		Local Number Portability (1 per port)			UEP93	LNCCC	0.35									
		Features														
		All Standard Features Offered, per port			UEP93	UEPVF	0.00									
		All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00									
		NARS														

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring			Nonrecurring Disconnect	OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP93	UAROx	0.00	0.00	0.00				30.89	7.03			
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP93	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP93	M1HD1	35.55	75.93	38.15				30.89	7.03			
	DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	108.67					30.89	7.03			
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP93	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP93	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block			UEP93	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP93	M1ACC	0.00	658.60					30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP93	URECA		68.57					30.89	7.03			
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD															
	Note 2 - Requires Interoffice Channel Mileage															
	Note 3 - Requires Specific Customer Premises Equipment															
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

BellSouth Products and Services Interval Guide – 5D

Network Wholesale Operations

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BellSouth Telecommunications will make every effort to provide service on the standard interval due date as calculated and defined in this guide. Acts of God and work load constraints may cause the standard interval to be extended. In this case BellSouth will assign the next available due date to the order.

Contents

Subject	Page
Introduction / Revision History	v
Purpose	v
Version Information	xxxiii
1. Alphabetical Product Index	1
1.1 Alphabetical Product Index	1
2. Complex Resale and Switched Combination Services	5
2.1 Complex Resale Interval Table (REQTYPs E, N, P)	5
2.2 Complex Resale Interval Table (REQTYPs E, N, P) (ACT W)	17
2.3 Complex Switched Combination Interval Table (REQTYP M) (ACT N, V, C)	23
2.4 FX / FCO UNE P (Business Residence, PBX) REQTYP M	29
3. Non-Complex (Residence, Business, Coin) Resale	31
3.1 ACT of W (Switch As Is)	31
3.2 ACT of C, P, Q, V Line Feature Changes and Non-Dispatch Switch With Changes . .	32
3.3 ACT of C, P, Q, V (New Line Additions) and ACT of N, T	34
3.4 ACT of D, S, B, L, Y	37
4. Non-Complex (Residence, Business, Coin) Switched Combinations	39
4.1 Non-Complex (Residence, Business, Coin) Switched Combinations	39
5. Unbundled Network Elements (UNEs)	41
5.1 Unbundled Network Elements (UNEs)	41
5.2 Collocation Intervals	53
6. Number Portability	75
6.1 Local Number Portability (LNP)	75
6.2 Interim Number Portability	76
7. Directory Listings Standard Interval Table	79
7.1 Directory Listings Standard Interval Table	79
8. Non-Basic Inside Wire	81
8.1 Non-Basic Inside Wire	81
9. Operator Services and Directory Assistance	83
9.1 Operator Services and Directory Assistance	83

Introduction / Revision History

Purpose

This guide's purpose is to enable the reader to calculate due dates and Local Service Request (LSR) processing dates. Using the guide, Competitive Local Exchange Carriers (CLECs), the Local Carrier Service Center (LCSC), Customer Support Managers and Account Teams should have a uniform understanding of the dates and intervals that pertain to each BellSouth product offering. As a result, CLECs should be able to commit to their end-users due dates that are consistent with those that the LCSCs will derive for the same product or service.

As previously mentioned, this guide's aim is to deliver a consistent understanding of due dates and targeted LSR processing intervals. The definition of key terms - standard interval and targeted LSR processing interval - are consistent throughout. Within each section, there is consistent treatment of products that can be ordered electronically and flow-through, just as there is consistent treatment of products that involve electronic fallout and those products that are ordered manually.

Notes about mechanized and manual Firm Order Confirmation (FOC) intervals

This guide contains information throughout pertaining to FOC intervals for manually submitted and mechanized LSRs. In all cases, our aim is to comply with the standards established by each state public service commission with jurisdiction in our serving area. As of the date this guide was prepared, our general guidelines are:

Fully mechanized	3 hours
Partially mechanized	18 business hours
Non-mechanized	24 business hours

Notes about projects and project management

A project is defined as a customer request for service where the quantity is greater than the BellSouth standard, the request is for non-standard equipment, or the request is for non-standard facilities.

Any time a project manager is involved in the negotiation of a service request the request will be identified as a project. This could include negotiation of a due date, or being the single point of contact if problems occur during service order processing or provisioning.

CLECs should refer to the BellSouth Products and Services Interval Guide to determine if a service request meets project criteria. Products/services that do not meet project criteria will be considered for project management on an individual case basis upon request to a BellSouth project manager.

Additional notes

There are several useful features in the interval guide. First, in each section, there is a set of assumptions that details how the LSR processing and due date calculations were set for that section. Secondly, there is added reference to products by Account Level Activity (ACT). In addition, for clarity, some products also have Requisition Type (REQTYP) references. Another feature is that the guide includes products associated with FCC 319. A separate section has been created for non-complex (residence, business, coin) switched combinations.

Calculations for products in this guide, for directory services, and for non-basic inside wire use the assumptions and tables in their specific sections.

Please refer to the complex resale section and follow this possible scenario on how to use the tables in calculating a targeted LSR processing date and due date for a complex product.

On January 15, 2001, a CLEC submits an LSR requesting the installation of two new ISDN-PRI circuits (extended reach service). The asterisk (*) symbol indicates that the product requires a service inquiry. The Targeted LSR Processing Interval column shows the number of days necessary for that service inquiry plus the number of days necessary to write the service order. In this example, that is a total of ten (10) business days. The LSR was received on January 15; the service inquiry should be completed and the LSR processed by January 29 - ten (10) business days.

The Standard Interval column shows the number of days necessary to provision a product. In our example, it is 15 business days. To calculate the due date for the two PRI circuits in our example, it is necessary to add the days in the Targeted LSR Processing Interval column to those in the Standard Interval column. 10 business days + 15 business days = 25 business days. Thus, for our LSR received on January 15, service would be provided on February 19 (25 business days).

All of the dates and intervals discussed in this guide may be used for general planning purposes or for placing firm service order requests. Throughout the guide, due date and interval calculations assume error-free service requests from CLECs, normal working conditions within BellSouth, and the availability of facilities and equipment. In every case, BellSouth will make its best effort to adhere to targeted dates and intervals. Due dates are provided through the FOC process for each order.

BellSouth is committed to returning FOCs within the time frames prescribed by each public service commission with jurisdiction in our serving area.

One further note, the guide is applicable for both TCIF 7 and 9. However, in discussing account level activity, its language defaults toward TCIF 9. The following chart converts TCIF 7 ACT types to corresponding ACT types of TCIF 9, and should let the reader know where in the guide TCIF 7 ACT types are discussed.

Table A Account Level Activity

TCIF 7	TCIF 9
A	N
M	C
SS (seasonal suspend)	S (partial) L (full)
SS (deny)	Y
RS (restore)	S (partial) B (full)

Table B Summary of Changes – 5D

Date/Issue: July, 2002 / 5D	
Posted by: July 26, 2002	Effective: July 26, 2002
Chapter	Description
Unbundled Network Elements	Updated due date intervals for the Set-Up process and Activation of Pairs for Unbundled Sub-Loop and UNTW products- CRB 3248
FX / FCO UNEP (Business, Residence, PBX) REQ TYP M	Added new information for FX/FCO UNE P (Business, Residence, PBX) REQ TYP M -CRB 3273

Table C Summary of Changes – 5C

Date/Issue: May, 2002 / 5C	
Posted by: May 31, 2002	Effective: March 31, 2002
Chapter	Description
NonComplex (Residence, Business, Coin, RCF) Resale-CRB 2507	Updated URCF due date information
Complex Resale and Switched Combination Services-CRB 3213	Updated interval for Frame Relay
Unbundled Network Elements- CRB 3225	Added hyperlink to reference LSRs that occur after normal business hours. Links interval guide to LCSC Normal Hours of Operation web page.

- continued -

Table C Summary of Changes – 5C (continued)

Date/Issue: May, 2002 / 5C	
Posted by: May 31, 2002	Effective: March 31, 2002
Chapter	Description
Unbundled Network Elements-CRB 3195	Updated interval for Line Share Loop Modification with Pair Change and Pair Change with Line Station Transfer
Complex Switched Combination Interval Table REQ TYP M (ACT N, V, & C) -CRB 3236	Added service order intervals for UNE P Centrex
Complex Switched Combination Interval Table REQ TYP M (ACT N, V, & C) - CRB 3242	Updated intervals for ISDN BRI UNE P REQ TYP M, ACT N & C

Table D Summary of Changes – 5B

Date/Issue: March, 2002 / 5B	
Posted by: March 29, 2002	Effective: March 29, 2002
Chapter	Description
Unbundled Network Element (UNE) Interval Table- CRB 3077	Added interval for Loop Modification for Line Share

Table E Summary of Changes – 5A

Date/Issue January, 2002 / 5A	
Posted by January 30, 2002	Effective January 31, 2002
Chapter	Description
Introduction - PSC Mandate	Change non-mechanized Firm Order Confirmation (FOC) interval to 24 business hours.
Complex Resale and Switched Combination Services - CRB 2864	Updated Complex Resale Interval Table (REQ TYPs E, N, P) (ACT N, T, C, P, Q, V) as follows: Removed asterisk (*) following ISDN/BRI because service inquiry is not needed. Updated Complex Switched Combination Interval Table (REQ TYP M) (ACT N, V, C) as follows: Removed asterisk (*) following ACT N (Georgia only), C, under ISDN/ BRI because service inquiry is not needed.

Table E Summary of Changes – 5A (continued)

Date/Issue January, 2002 / 5A	
Posted by January 30, 2002	Effective January 31, 2002
Chapter	Description
Complex Resale and Switched Combination Services - CRB 3028	Following Complex Resale Interval Table (REQTYPs E, N, P) - Add assumption - Local Number Portability (LNP) to Resale/UNE Switched Combo (UNE P) migrations interval process is a minimum of 10 business days. When porting numbers to be established as Complex Resale/UNE P products the complex intervals will take precedence if the interval is greater than 10 business days.
Non-Complex (Residence, Business, Coin) Resale - CRB 3010	Under ACT of Y, updated standard interval to same business day for Local Exchange Line-Residence and Local Exchange Line-Business. Combine ACT of Y into ACTs of S, B, L and Y table.
Non-Complex (Residence, Business, Coin) Resale - PSC Mandate	Modify Targeted LSR Processing Interval as follows: Manual LSRs - 24 business hours
Non-Complex (Residence, Business, Coin) Resale - CRB 3028	Following ACT of C, P, Q, V Line Feature Changes and Non-Dispatch Switch with Changes - Add assumption - LNP to Resale/UNE Switched Combo (UNE P) migrations interval process is a minimum of 10 business days.
Non-Complex (Residence, Business, Coin) Resale - CRB 3028	Following ACT of C, P, Q, V (New Line Additions) and ACT of N, T - Add assumption - LNP to Resale/UNE Switched Combo (UNE P) migrations interval process is a minimum of 10 business days.
Non-Complex (Residence, Business, Coin) Switched Combinations - CRB 2949	Under ACT of C, P, V, W (Lines and Line Features), update table to remove references to 3:00 p.m. Eastern Time.
Non-Complex (Residence, Business, Coin) Switched Combinations - PSC Mandate	Modify Targeted LSR Processing Interval as follows: Manual LSRs - 24 business hours
Non-Complex (Residence, Business, Coin) Switched Combinations - CRB 3028	Add assumption - LNP to Resale/UNE Switched Combo (UNE P) migrations interval process is a minimum of 10 business days.

- continued -

Table E Summary of Changes – 5A (continued)

Date/Issue January, 2002 / 5A	
Posted by January 30, 2002	Effective January 31, 2002
Chapter	Description
Unbundled Network Elements (UNEs) - PSC Mandate	Modify Targeted LSR Processing Interval as follows: Manual LSRs - 24 business hours
Local Number Portability - CRB 3019	Added new item under DDD calculation to indicate all complex services are project managed with the exception of PBX trunks. Updated table to indicate all complex services are project managed with the exception of PBX trunks.
Local Number Portability - PSC Mandate	Modify Targeted LSR Processing Interval as follows: Manual LSRs - 24 business hours
Local Number Portability - CRB 3028	Add assumption - LNP to Resale/UNE Switched Combo (UNE P) migrations interval process is a minimum of 10 business days. When porting numbers to be established as Complex Resale/UNE P products the complex intervals will take precedence if the interval is greater than 10 business days.
Operator Services and Directory Assistance - PSC Mandate	Modify Targeted LSR Processing Interval as follows: Manual LSRs - 24 business hours

Table F Summary of Changes 4F

Date/Issue November, 2001 / 4F	
Posted by November 29, 2001	Effective November 30, 2001
Chapter	Description
Disclaimer - CRB 2958	Added disclaimer notice before introduction to document.
Complex Resale and Switched Combination Services - CRB 2888 and 2890	Updated Complex Resale Interval Table (REQTYPs E, N, P) (ACT N, T, C, P, Q, V) as follows: Added new product, BellSouth 256 DSL Service (Kentucky only). Under ISDN/PRI*, ACT N, C, T, P, V, Q, 1-5 circuits, changed Standard Interval to 10 business days and Targeted LSR Processing Interval to 5 business days. Under 6+ circuits, changed Standard Interval to 11 business days + 1 business day for each additional circuit and changed Targeted LSR Processing Interval to 6 business days (removed + 1 business day for each additional circuit).

Table F Summary of Changes 4F (continued)

Date/Issue November, 2001 / 4F	
Posted by November 29, 2001	Effective November 30, 2001
Chapter	Description
CRB 2888	Updated Complex Switched Combination Interval Table (REQTYP M) (ACT N, V, C) as follows: Under ISDN/PRI, ACT N (Georgia only), C*, 1-5 circuits, changed Standard Interval to 10 business days and Targeted LSR Processing Interval to 5 business days. Under 6+ circuits, changed Standard Interval to 11 business days + 1 business day for each additional circuit and changed Targeted LSR Processing Interval to 6 business days (removed + 1 business day for each additional circuit).
CRB 2890	Updated Complex Resale Interval Table (REQTYPs E, N, P) (ACT W) as follows: Added new product, BellSouth 256 DSL Service (Kentucky only).
Unbundled Network Elements - CRB 2885	Update UNE Interval Table to add new product: RS (Remote Site) HFS Unbundled Line Share DLEC Owned Splitter.
Introduction - CRB 2949	Remove references to LSRs received in LCSC before and after 10:00 a.m.
Non-Complex (Residence, Business, Coin) Resale - CRB 2949	Modify Targeted LSR Processing Intervals as follows: Electronic Flow-Through LSRs - 3 business hours; Partially Mechanized LSRs - 10 business hours; Manual LSRs - 36 business hours. Remove before and after 10:00 a.m. references.
Non-Complex (Residence, Business, Coin) Switched Combinations - CRB 2949	Modify Targeted LSR Processing Intervals as follows: Electronic Flow-Through LSRs - 3 business hours; Partially Mechanized LSRs - 10 business hours; Manual LSRs - 36 business hours. Remove before and after 3:00 p.m. references.
Unbundled Network Elements - CRB 2949	Modify Targeted LSR Processing Intervals as follows: Electronic Flow-Through LSRs - 3 business hours; Partially Mechanized LSRs - 10 business hours; Manual LSRs - 36 business hours. Remove before and after 10:00 a.m. references.

- continued -

Table F Summary of Changes 4F (continued)

Date/Issue November, 2001 / 4F	
Posted by November 29, 2001	Effective November 30, 2001
Chapter	Description
Number Portability - CRB 2949	Modify Targeted LSR Processing Intervals as follows: Electronic Flow-Through LSRs - 3 business hours; Partially Mechanized LSRs - 10 business hours; Manual LSRs - 36 business hours. Remove before and after 10:00 a.m. references.
Operator Services and Directory Assistance - CRB 2949	Modify Targeted LSR Processing Intervals as follows: Electronic Flow-Through LSRs - 3 business hours; Partially Mechanized LSRs - 10 business hours; Manual LSRs - 36 business hours. Remove before and after 10:00 a.m. references.

Table G Summary of Changes 4E

Date/Issue September, 2001 / 4E	
Posted by September 27, 2001	Effective September 28, 2001
Chapter	Description
Introduction	Modify introduction to provide clarity and aid CLEC planning on due dates.
Complex Resale and Switched Combination Services - CRB 2859 and 2864	Updated Complex Resale Interval Table (REQTYPs E, N, P) (ACT N, T, C, P, Q, V) as follows: Under ISDN/BRI*, ACT N, C, T, V, P, 1-4 circuits and 5-24 circuits, changed Targeted LSR Processing Interval to 2 business days. Under ISDN/PRI* Extended Reach Service, ACT N, C, T, P, V, Q, changed 1-4 circuits to 1-5 circuits. Changed 5+ circuits to 6+ circuits. For 6+ circuits, changed Targeted LSR Processing Interval to 11 business days + 1 business day for each additional circuit. Under ISDN/PRI*, ACT N, C, T, P, V, Q, changed 1-4 circuits to 1-5 circuits. Changed 5+ circuits to 6+ circuits. For 6+ circuits, changed Standard Interval to 13 business days + 1 business day for each additional circuit. Changed Targeted LSR Processing Interval to 6 business days + 1 business day for each additional circuit. Under MegaLink Non-Channelized, ACT N, T, C, V, 1-4 circuits, changed Targeted LSR Processing Interval to 3 business days. For 5+ circuits*, changed Targeted LSR Processing Interval to 7 business days + 1 business day for each additional 4 circuits. Under MegaLink Channelized, ACT N, T, C, V, 5+ circuits*, changed Targeted LSR Processing Interval to 9 business days + 1 business day for each additional 4 circuits.

- continued -

Table G Summary of Changes 4E (continued)

Date/Issue September, 2001 / 4E	
Posted by September 27, 2001	Effective September 28, 2001
Chapter	Description
CRB 2864	Under SynchroNet Point-to-Point, ACT N, C, T, V, 2.4K, 4.8K and 9.6K, changed 9+ circuits* to 9-24 circuits*. Added 25+ circuits*. For 19.2K, 56K and 64K, removed asterisk. Changed All to the following: 1-8 circuits*, 9-24 circuits* and 25+ circuits*. Under Multipoint, ACT N, C, T, V, changed 3-5 points* to All. Changed Standard Interval and Targeted LSR Processing Interval to Negotiated. Added Y to Projected Managed column. Deleted 6-8 points and 9+ points*. Under SynchroNet Point-to-Point, ACT N, C, T, V, 2.4K, 4.8K and 9.6K, changed 9+ circuits* to 9-24 circuits*. Added 25+ circuits*. For 19.2K, 56K and 64K, removed asterisk. Changed All to the following: 1-8 circuits*, 9-24 circuits* and 25+ circuits*. Under Multipoint, ACT N, C, T, V, added 2.4K, 4.8K, 9.6K and added 19.2K, 56K, 64K.
CRB 2859	Updated Complex Switched Combination Interval Table (REQTYP M) (ACT N, V, C) as follows: Under 4-Wire DS1 Loop with Channelization with Port, DS1 - ACT N (Georgia only) and ACT C*, changed Quantity 1 to 1-4 circuits. Changed Standard Interval to 7 business days and changed Targeted LSR Processing Interval to 9 business days. Added 2+ Y to Project Managed column. Changed Quantity 2+ to 5+. Changed Standard Interval to 7 business days + 1 business day for each additional 4 DS1's. Changed Targeted LSR Processing Interval to 9 business days + 1 business day for each additional 4 DS1's. Under DDITS, DS1 - ACT N (Georgia only) and ACT C*, changed Quantity 1 to 1-4, changed Standard Interval to 7 business days and changed Targeted LSR Processing Interval to 9 business days. Added 2+ Y in Project Managed column. Changed Quantity 2+ to 5+, changed Standard Interval to 7 business days + 1 business day for each additional 4 DS1's and changed Targeted LSR Processing Interval to 9 business days + 1 business day for each additional 4 DS1's. Under IDSN/PRI, ACT N (Georgia only), C*, 6+ circuits, changed Standard Interval to 13 business days + 1 business day for each additional circuit and changed Targeted LSR Processing Interval to 6 business days + 1 business day for each additional circuit.

Table H Summary of Changes 4D

Date/Issue August, 2001 / 4D	
Posted by August 2, 2001	Effective August 3, 2001
Chapter	Description
Introduction	Revised introduction to add additional notes about mechanized and manual Firm Order Confirmation intervals and to define a project and project managed.
Alphabetical Product Index	Added Line Splitting to Alphabetical Product Index
Complex Resale and Switched Combination Services	Updated Complex Resale Interval Table (REQTYPs E, N, P) (ACT N, T, C, P, Q, V) to add Project Managed column to indicate product quantities that are project managed. Under Direct Inward Dial (DID), added New Trunk Groups. Under Frame Relay*, ACT N, 56K, 64K, T1, 1-5 circuits*, changed Targeted LSR Processing Interval to 6 business days. Changed 6+ circuits* to 6-14 circuits*. Added 15+ circuits*. Under Fractional T1, 1-5 circuits*, changed Targeted LSR Processing Interval to 6 business days. Changed 6+ circuits* to 6-14 circuits*. Added 15+ circuits*. Under ISDN/BRI*, ACT N, C, T, V, P, changed 5+ circuits to 5-24 circuits. Added 25+ circuits. Under ISDN/PRI* Extended Reach Service, ACT N, C, T, P, V, Q, changed 1-5 circuits to 1-4 circuits. Changed 6+ circuits to 5+ circuits. Under ISDN/PRI*, ACT N, C, T, P, V, Q, changed 1-5 circuits to 1-4 circuits. Changed 6+ circuits to 5+ circuits. Under Off-Premises Stations/Extension, ACT N, T, C, V, P, changed 17-25 circuits to 17-24 circuits. Under SynchroNet Point-to-Point, ACT N, C, T, V, set up under 2.4K, 4.8K and 9.6K, and 19.2K, 56K and 64K*.

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Table H Summary of Changes 4D (continued)

Date/Issue August, 2001 / 4D	
Posted by August 2, 2001	Effective August 3, 2001
Chapter	Description
- - -	Updated Complex Resale Interval Table (REQTYPs E, N, P) (ACT W) to add Project Managed column to indicate product quantities that are project managed. Under BellSouth Centrex, 26+ lines, changed Standard Interval and Targeted LSR Processing Interval to Negotiated. Under Direct Inward Dialed (DID) , changed 11-24 trunks to 11-25 trunks; changed 25+ trunks to 26+ trunks and changed Standard Interval and Targeted LSR Processing Interval to Negotiated. Under ESSX, 26+ lines, changed Standard Interval and Targeted LSR Processing Interval to Negotiated. Under FCO/FX, 25+ circuits, removed asterisk (*) and changed Standard Interval and Targeted LSR Processing Interval to Negotiated. Under Frame Relay, changed 1-4 circuits to 1-5 circuits. Changed 5+ circuits to 6-14 circuits. Added 15+ circuits. Under ISDN/BRI, changed 5+ circuits to 5-24 circuits. Added 25+ circuits. Under MegaLink Channelized, 5+ circuits, changed Standard Interval and Targeted LSR Processing Interval to Negotiated. Under MultiServ/MultiServ Plus, 26+ lines, changed Standard Interval and Targeted LSR Processing Interval to Negotiated. Under NMLI, changed 1-8 circuits to All; changed Standard Interval and Targeted LSR Processing Interval to Negotiated. Removed 9+. Added Extensions to Off-Premises Stations.
- - -	Under SynchroNet Point-to-Point, removed asterisk (*) behind 9+ circuits. Under Multipoint, removed asterisk (*) behind 9+ points and changed Standard Interval and Targeted LSR Processing Interval to Negotiated. Under Tie Lines, 25+ circuits, changed Standard Interval and Targeted LSR Processing Interval to Negotiated. Under WATS, 25+ circuits, changed Standard Interval and Targeted LSR Processing Interval to Negotiated. Under PBX Trunks, 11+ trunks, changed Standard Interval and Targeted LSR Processing Interval to Negotiated.

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Table H Summary of Changes 4D (continued)

Date/Issue August, 2001 / 4D	
Posted by August 2, 2001	Effective August 3, 2001
Chapter	Description
- - -	Updated Complex Switched Combination Interval Table (REQTYP M) (ACT N, V, C), to add Project Managed column to indicate product quantities that are project managed. Under ISDN/BRI, ACT V, 1-4 circuits, changed Standard Interval to 3 business days; changed Targeted LSR Processing Interval to 2 business days. Changed 5+ circuits to 5-24 circuits; changed Standard Interval to 4 business days + 1 business day for each additional circuit greater than 5. Added 25+ circuits. Under ISDN/BRI, ACT N (Georgia only), C*, changed 1-5 circuits to 1-4 circuits. Changed Standard Interval to 16 business days and Targeted LSR Processing Interval to 7 business days. Changed 6+ circuits to 5-24 circuits. Changed Standard Interval to 16 business days +1 business day for each additional circuit greater than 5. Changed LSR Processing Interval to 7 business days. Added 25+ circuits.
Non-Complex (Residence, Business, Coin) Resale	ACT of W (Switch As Is) - updated Product, Quantity, Standard Interval table to add Project Managed column to indicate product quantities that are project managed. ACT of C, P, Q, V (New Line Additions) and ACT of N, T - updated Product, Quantity, Standard Interval table to add Project Managed column to indicate product quantities that are project managed.
Non-Complex (Residence, Business, Coin) Switched Combinations	Updated Product, Quantity, Standard Interval table to add Project Managed column to indicate product quantities that are project managed.
Unbundled Network Elements	Updated UNE Interval Table to add Project Managed column to indicate product quantities that are project managed.
Unbundled Network Elements	Added Line Splitting to UNE Interval Table
Unbundled Network Elements	Modified UNE Interval Table to distinguish between ADSL, HDSL, and Unbundled Copper Loop-Designed <i>with</i> loop modification and <i>without</i> loop modification

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Table H Summary of Changes 4D (continued)

Date/Issue August, 2001 / 4D	
Posted by August 2, 2001	Effective August 3, 2001
Chapter	Description
Number Portability	Updated Product, Quantity, Standard Interval, Targeted LSR Processing Interval table to add Project Managed column to indicate product quantities that are project managed. Updated Interim Number Portability Product, Quantity, Standard Interval, Targeted LSR Processing Interval table to add Project Managed column to indicate product quantities that are project managed.
Non-Basic Inside Wire	Updated Non-Basic Inside Wire Interval Table ACT C to add Project Managed column to indicate product quantities that are project managed.

Table I Summary of Changes 4C

Chapter	Description
Date/Issue June, 2001 / 4C	
Alphabetical Product Index	Added Line Share to Alphabetical Product Index.
Complex Resale and Switched Combination Services	Updated Complex Resale Interval Table (REQTYPs E, N, P) (ACT N, T, C, P, Q, V) as follows: Added Extended Reach Service to existing ISDN/PRI* and changed quantity to 1-5 circuits and 6+ circuits. Added ISDN/PRI*, ACT N, C, T, P, V, Q, quantity 1-5 circuits, standard interval 12 business days, targeted LSR processing interval 6 business days, and quantity 6+, standard interval 15 business days + 1 business day for each additional circuit, targeted LSR processing interval 11 business days.

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Table I Summary of Changes 4C (continued)

Chapter	Description
Complex Resale and Switched Combination Services	Updated Complex Switched Combination Interval Table (REQTYP M) (ACT N, V, C) as follows: Added 4-Wire DS1 Loop with Channelization with Port. Added trunks to quantity of DDITS, DSO - ACT V and DSO - ACT N (Georgia only) and ACT C*. Revised DS1 - ACT N, C (Georgia only) and DSO - ACT N, C (Georgia only) to read as follows: DS1 - ACT N (Georgia only) and ACT C* and DSO - ACT N (Georgia only) and ACT C*. Asterisk (*) indicates service inquiry on ACT types preceding asterisk (*). Corrected quantity to 2+ of DDITS, DS1 - ACT N (Georgia only) and ACT C*. Under DID, added (Georgia only) after ACT N. Under ISDN/PRI, added (Georgia only) after ACT N. Changed quantity to 1-5 circuits, standard interval to 12 business days, and targeted LSR processing interval to 6 business days. Changed quantity to 6+ circuits and LSR processing interval to 11 business days. Under ISDN/BRI added (Georgia only) after ACT N. Under PBX, added (Georgia only) after ACT N.
Complex Resale and Switched Combination Services	Updated Complex Resale Interval Table (REQTYPs E, N, P) (ACT N, T, C, P, Q, V) as follows: Added asterisk (*) after 9+ points under Analog Data, ACT N, T, C, V. Added asterisk (*) after 25+ lines under BellSouth Centrex, ACT C, V, Q. (*) Asterisk indicates service inquiry is required. Added quantity of 25+ lines* under ESSX, ACT C, P, Q, V, T (same switch).
Complex Resale and Switched Combination Services	Updated Complex Resale Interval Table (REQTYPs E, N, P) (ACT W) as follows: Removed One Location and deleted Multiple Locations under BellSouth Centrex. Changed Standard Interval quantity to 3 business days for BellSouth Centrex, Quantity 2-25 lines. Removed One Location and deleted Multiple Locations under ESSX. Removed one Location and deleted Multiple Locations under MultiServ/MultiServ Plus.

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Table I Summary of Changes 4C (continued)

Chapter	Description
Non-Complex (Residence, Business, Coin) Resale	Removed parenthesis and the word "Only" and added "and Non-Dispatch Switch With Changes" to ACT of C, P, Q, V (Line Feature Changes Only) section. Added Non-Dispatch Switch with Changes to Product, Quantity, Standard Interval table. In ACT of C, P, Q, V (New Line Additions) and ACT of N, T section, updated Product, Quantity, Standard Interval table as follows. For product, Local Exchange Line-Residence, quantity 1-2 lines, removed No Dispatch = 1 Business Day from Standard Interval column. Added (see Note) reference after Dispatch = 2 Business Days in Standard Interval column. Added "Dispatch =" and "(see Note)" for following quantities under Local Exchange Line-Residence in the Standard Interval column. 3 Lines, 4 Lines, 5 Lines, 6-10 Lines, 11-15 Lines. For product, Local Exchange Line-Business, quantity 1-2 lines, removed No Dispatch = 1 Business Day from Standard Interval column. Added (see Note) reference after Dispatch = 2 Business Days in Standard Interval column. Added "Dispatch =" and "(see Note)" for following quantities under Local Exchange Line-Business in Standard Interval column. 3 Lines, 4 Lines, 5 Lines, 6-10 Lines, 11-15 Lines. For product, Local Exchange Line-Coin, added "Lines" after quantity 6+. Added note "No Dispatch = 1 Business Day" following table.
Non-Complex (Residence, Business, Coin) Switched Combinations	Update statement, ACT of N, T, Q, D, S, L, Y, to read: ACT of N, T, Q, D, S, L, Y (TCIF 9) and All ACTS for TCIF 7 Update statement, Non-Complex Switched Combo-Coin, to read: Non-Complex Switched Combo-Coin (TCIF 7 and TCIF 9)
Unbundled Network Elements	On UNE Interval Table, under Unbundled Loops, added 2 wire analog voice grade loop non-designed (SL1) CHC Does Not = Y
- - -	On UNE Interval Table, under Unbundled Loops, added CHC=Y to 2 Wire analog voice grade loop non-designed (SL1)
- - -	On UNE Interval Table, under Unbundled Loops, 2 Wire analog voice grade loop designed (SL2), changed standard interval for quantity 1-5 to 4 business days and quantity 6-14 to 6 business days.

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Table I Summary of Changes 4C (continued)

Chapter	Description
- - -	On UNE Interval Table, under Unbundled Loops, changed Unbundled Digital Channel (UDC) to Universal Digital Channel (UDC)
- - -	On UNE Interval Table, under Unbundled Loops, added DS3/STS1* Loop.
- - -	On UNE Interval Table, under Unbundled Loops, added Designed* to Unbundled Copper Loop.
- - -	On UNE Interval Table, under Unbundled Loops, added Unbundled Copper Loop - Non-Designed.
- - -	On UNE Interval Table, under Sub Loops (outside plant), added Unbundled Sub Loop Feeder and Unbundled Copper Sub Loop.
- - -	On UNE Interval Table, under Network Interface Device (NID), removed NID to NID cross connect.
- - -	On UNE Interval Table, under Non Channelized Transport, Local Channel DS1*, changed quantity to 1-4, standard interval 10 business days, targeted LSR processing interval, see Assumption #5, and added quantity 5+, standard interval 14 business days + 1 business day for each additional circuit above 5, targeted LSR processing interval 3 business days.
- - -	On UNE Interval Table, under Non Channelized Transport, Local Channel DS3/STS1*, changed quantity to 1-5, standard interval 25 business days, targeted LSR processing interval, see Assumption #5. Added quantity 6-14, standard interval 27 business days, LSR processing interval 3 business days. Added quantity 15+, standard interval negotiated, LSR processing interval negotiated.
- - -	On UNE Interval Table, under Non Channelized Transport, removed Local Loop DS1 and Local Loop DS3/STS1*.
- - -	On UNE Interval Table, under Non Channelized Transport, removed IOF and loop from Dedicated interoffice DS0.

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Table I Summary of Changes 4C (continued)

Chapter	Description
- - -	On UNE Interval Table, under Non Channelized Transport, changed quantities and standard intervals for Dedicated interoffice DS1. Changed quantity to 1-4, standard interval 10 business days. Changed quantity to 5+, standard interval 14 business days + 1 business day for each additional circuit above 5.
- - -	On UNE Interval Table, under Enhanced Extended Links (EELS), DS1 EELs, changed quantity to 1-4, standard interval 10 business days and quantity to 5+, standard interval 14 business days + 1 business day for each additional circuit above 5.
- - -	On UNE Interval Table, under Non Switch Combinations, DS1, changed quantity to 1-4, standard interval 10 business days and quantity to 5+, standard interval 14 business days + 1 business day for each additional circuit above 5.
- - -	On UNE Interval Table, under Non Switch Combinations, added STS-1* to DS3*.
- - -	On UNE Interval Table, under O/S and D/A UNEs, removed the following and set up in a new section, Operator Services and Directory Assistance: Operator call processing-OPCH, FACH, BLV, EI, ECT; Operator call processing-facility based OPCH, FACH, ECT; Operator call processing-facility based BLV, EI; Inward operator services; Directory assistance access service (DAAS), Directory assistance call completion (DACC); Directory assistance number services intercept (DANSI); Directory assistance database service (DADS); Direct access to DA service (DADAS).
Collocation Intervals	Updated Collocation Interval Tables, as follows.

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Table I Summary of Changes 4C (continued)

Chapter	Description
Collocation Intervals - Alabama	Added Augments for Line Share or Line Splitting column for Central Office Collocation and Remote Site Collocation. Added new row entitled, "If CLEC notified that No Space is Available, notification of whether space can be made available". Removed row entitled "CLEC Firm Order Response Due or Application Expires". Changed intervals for Caged Physical and Cageless Physical (Central Office Collocation) and Physical (Remote Site Collocation) for the following rows: Application Response with Price Quote, CLEC Firm Order Response to Continue Clock, Provisioning-Ordinary, and Provisioning-Extraordinary. Added (Note 1) to Provisioning-Extraordinary. Added Notes 1-5. Removed existing Note 1 and Other Notes A-C.
Collocation Intervals - Florida	Changed Other Notes A and B to Notes 3 and 4.
Collocation Intervals - Georgia	In Caged Physical and Cageless Physical columns under Central Office Location, for Application Response with Price Quote row, removed (BellSouth Target) and added After Receipt of Application. In Physical column under Remote Site Collocation of Application Response with Price Quote row, removed (BellSouth Target) and added After Receipt of Application. In Caged Physical and Cageless Physical columns under Central Office Location, for Provisioning-Ordinary row, removed "Application or". In Physical column under Remote Site Collocation, for Provisioning-Ordinary row, removed "Application or". In Cageless Physical column of Central Office Collocation, for Provisioning-Extraordinary row removed "Application or". Changed Other Note A to Note 2. Removed existing Note B. Added new Note 3.

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Table I Summary of Changes 4C (continued)

Chapter	Description
Collocation Intervals - Kentucky	Added Augments for Line Share or Line Splitting column for Central Office Collocation and Remote Site Collocation. Added new row entitled, "If CLEC notified that No Space is Available, notification of whether space can be made available". Removed row entitled "CLEC Firm Order Response Due or Application Expires". Changed intervals for Caged Physical and Cageless Physical (Central Office Collocation) and Physical (Remote Site Collocation) for the following rows: Application Response with Price Quote, CLEC Firm Order Response to Continue Clock, Provisioning-Ordinary, and Provisioning-Extraordinary. Added (Note 1) to Provisioning-Ordinary and Provisioning-Extraordinary. Added Notes 1-5. Removed Notes A-C.
Collocation Intervals - Louisiana	Added (1 to 10 Applications) to Application Accepted or Denied. Space Available Y/N-If not, what needs to be corrected and Application Response with Price Quote. Changed intervals in Caged Physical and Cageless Physical columns under Central Office Collocation and Physical Column under Remote Site Collocation for the following rows: Provisioning-Ordinary and Provisioning-Extraordinary. Changed Notes A and B to Notes 1 and 2, with change to Note 2. Removed Note C. Added Notes 3 and 4.
Collocation Intervals - Mississippi	Removed "Application or" from Provisioning-Ordinary row, Caged Physical and Cageless Physical columns under Central Office Collocation and Physical column under Remote Site Collocation. Changed Note A to Note 1. Removed Notes B and C.

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Table I Summary of Changes 4C (continued)

Chapter	Description
Collocation Intervals - North Carolina	Removed (Note 1) from "Application Accepted or Denied. Space Available Y/N-If not, what needs to be corrected". Added Augments for Line Share or Line Splitting column for Central Office Collocation and Remote Site Collocation. Added new row entitled, "If CLEC notified that No Space is Available, notification of whether space can be made available". Removed row entitled "CLEC Firm Order Response Due or Application Expires". Changed intervals for Caged Physical and Cageless Physical (Central Office Collocation) and Physical (Remote Site Collocation) for the following rows: Application Response with Price Quote, CLEC Firm Order Response to Continue Clock, Provisioning-Ordinary, and Provisioning-Extraordinary. Added (Note 1) to Provisioning-Extraordinary. Removed existing Note 1. Added new Notes 1-5. Removed Notes A-C.
Collocation Intervals - South Carolina	Changed (Note A) to (Note 1) on "Application Accepted or denied. Space available Y/N-If not, what needs to be corrected" row. Changed (Note B) to (Note 2) on Provisioning-Ordinary. Added "after Receipt of Response" to CLEC Firm Order Response Due or Application Expires row, Caged Physical and Cageless Physical columns under Central Office Collocation, and Physical column under Remote Site Collocation. Added "receipt of" to Virtual column under Central Office Collocation for Provisioning-Ordinary row. Removed "Application or" from Caged Physical and Cageless Physical columns (Central Office Collocation) and Physical column (Remote Site Collocation) for Provisioning-ordinary row. Added "Receipt of" to Virtual columns in Provisioning-Extraordinary row. Added Notes 1 and 2. Removed Notes A-C.

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Table I Summary of Changes 4C (continued)

Chapter	Description
Collocation Intervals - Tennessee	Added Augments for Line Share or Line Splitting column for Central Office Collocation and Remote Site Collocation. Added "If CLEC notified that No Space is Available, notification of whether space can be made available" row. Removed "CLEC Firm Order Response Due or Application Expires" row. Changed intervals for Caged Physical and Cageless Physical (Central Office Collocation) and Physical (Remote Site Collocation) for the following rows: Application Response with Price Quote, CLEC Firm Order Response to Continue Clock, Provisioning-Ordinary, and Provisioning-Extraordinary. Added "Receipt of" to Virtual column under Remote Site Collocation for Provisioning-Ordinary row and Provisioning-Extraordinary row. Added (Note 1) to Provisioning-Extraordinary. Removed existing Note 1. Added new Notes 1-5. Removed Other Notes A-C.
Collocation Intervals - FCC	Added Augments for Line Share or Line Splitting column for Central Office Collocation and Remote Site Collocation. Added "If CLEC notified that No Space is Available, notification of whether space can be made available" row. Removed "CLEC Firm Order Response Due or Application Expires" row. Changed intervals for Caged Physical and Cageless Physical (Central Office Collocation) and Physical (Remote Site Collocation) for the following rows: Application Response with Price Quote, CLEC Firm Order Response to Continue Clock, Provisioning-Ordinary, and Provisioning-Extraordinary. Added "Receipt of" to Virtual column under Remote Site Collocation for Provisioning-Ordinary row and Provisioning-Extraordinary row. Added (Note 1) to Provisioning-Extraordinary. Removed existing Note 1. Added new Notes 1-5. Removed Other Notes A-B.
Operator Services and Directory Assistance	Created new section for Operator Services and Directory Assistance for products that are no longer UNE.
Date/Issue February , 2001 / 4B	
Introduction	Updated introduction to reference new section, Non-Complex (Residence, Business, Coin) Switched Combinations. Removed references to sections added in 4A update. Removed references to page numbers in text of introduction.

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Table I Summary of Changes 4C (continued)

Chapter	Description
Non-Complex (Residence, Business, Coin) Resale & NonComplex (Residence, Business, Coin) Switched Combinations	Separated this section into two sections: Non-Complex (Residence, Business, Coin) Resale Non-Complex (Residence, Business, Coin) Switched Combinations
Date/Issue January, 2001 / 4A	
Introduction	Added last two paragraphs and table.
1. Entire document	Changed FOC Interval to LSR Processing Interval.
2. Entire document	Change Firm Order Confirmation (FOC) to Local Service Request (LSR).
3. Unbundled Network Elements	Added targeted to (a) and (b) of Assumption 5.
4. UNE Interval Table	Updated DS1 Loop quantity and intervals. Add quantity 15+.
- - -	Changed Targeted FOC Interval for Local Loop DS1 under Non Channelized Transport.
- - -	Added asterisk to DS3 EELs under Enhanced Extended Links (EELs).
- - -	Added asterisk to DS3 under Non Switch Combinations.
5. Local Number Portability	Added targeted to (a) and (b) of Assumption 5.
Date/Issue December, 2000 / 3b	
Introduction	Completely updated.
1. Alphabetical Product Index	Revised to reflect products that were added and deleted.
2. Complex Resale and Switched Combination Services	Chapter heading changed from Complex Resale Services to Complex Resale and Switched Combination Services
- - -	Section 2.1 changed from Complex Resale Services to Complex Resale Interval Table (REQTYPs E, N, P) (ACT N, T, C, P, Q, V).
- - -	New Section 2.2 - Complex Resale Interval Table (REQTYPs E, N P) (ACT W).

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Table I Summary of Changes 4C (continued)

Chapter	Description
- - -	New Section 2.3 - Complex Switched Combination Interval Table (REQTYP M) (ACT N, V, C).
- - -	Changed Terms and Definitions table to reflect removal of FOC Interval Switch-As-Is and Targeted Service Interval Switch-As-Is. Changed FOC Interval to Targeted FOC Interval. Changed Targeted Standard Interval to Standard Interval. Revised definitions of Standard Interval and Targeted FOC Interval.
- - -	Added Assumptions.
- - -	Added Due Date Calculation information.
- - -	Divided Complex Resale Services Interval Table into two tables, to include intervals for ACT TYPES N, T, C, P, Q, V, and ACT TYPE W, without changes. Removed Targeted Service Interval Switch-As-Is and FOC Interval Switch-As-Is.
- - -	Removed notes 1, 4 and 5 and included in Assumptions.
- - -	Changed name of Simple Resale Services chapter to NonComplex (Residence, Business, Coin) Resale & NonComplex (Residence, Business, Coin) Switched Combinations
3. NonComplex (Residence, Business, Coin) Resale & NonComplex (Residence, Business, Coin) Switched Combinations	Changed section name from Simple Resale Services to ACT of W (Switch As Is).
- - -	Revised Terms and Definitions table. Deleted Targeted Service Interval-Switch-As-Is and Targeted Service Interval For Retail/ Resale New or Existing Account, and Resale Switch With Changes. Added Standard Interval. Revised definitions of Product and Quantity.
- - -	Added Assumptions.
- - -	Removed Simple Resale Services Interval Table and broke out into tables for sections listed below.
- - -	ACT of W (Switch As Is).
- - -	ACT of C, P, Q, V (Line Feature Changes Only).
- - -	Act of C, P, Q, V (New Line Additions) and ACT of N, T.

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