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BellSouth Telecommunications, Inc.

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General Counsel

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T.R.A. DOCKET ROOM

September 4, 2003

VIA HAND DELIVERY

Hon. Deborah Taylor Tate
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

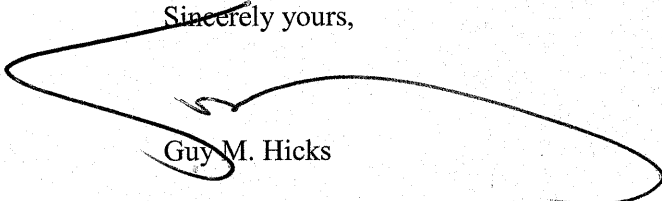
Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Teleconex, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 03-00500

Dear Chairman Tate:

Enclosed are six paper copies and a CD Rom of the executed interconnection agreement between BellSouth Telecommunications, Inc. and Teleconex, Inc. Teleconex, Inc. is adopting the Level 3 Communications, LLC interconnection agreement approved by the Tennessee Regulatory Authority on September 9, 2002.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Chris Watson, Teleconex, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement between BellSouth Telecommunications, Inc. and Teleconex, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
INTERCONNECTION AGREEMENT
BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND TELECONEX, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

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

1. Pursuant to Section 252(i) of the Act, Teleconex is adopting the Level 3 Communications, Inc. interconnection agreement for interconnection of the BellSouth and Teleconex networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Teleconex. 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, Teleconex and BellSouth are submitting the 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 Agreement between BellSouth and Teleconex 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. Teleconex 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.

Teleconex and BellSouth respectfully request that the TRA approve the Agreement adopted by Teleconex.

This 4th day of Sept., 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.



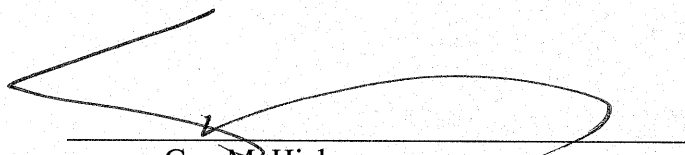
By: _____

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 4th day of Sept., 2003.

Mr. Chris Watson
Teleconex, Inc.
4100 Barrancas Avenue
Pensacola, FL 32507

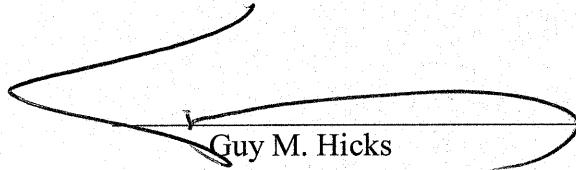


Guy M. Hicks

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 4th day of Sept, 2003.

Mr. Chris Watson
Teleconex, Inc.
4100 Barrancas Avenue
Pensacola, FL 32507


Guy M. Hicks

BELLSOUTH® / CLEC Agreement

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**INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
Level 3 Communications, LLC**

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and Level 3 Communications, LLC, (“Level 3”) a Delaware limited liability company, and shall be deemed effective as of January 1, 2001. This Agreement may refer to either BellSouth or Level 3 or both as a “Party” or “Parties.”

W I T N E S S E T H

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

WHEREAS, for purposes of this Agreement, Level 3 is or seeks to become an alternative local exchange telecommunications company (“CLEC”) authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

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

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Level 3 agree as follows:

1. Purpose

The resale, access and interconnection obligations contained herein are intended to be performed in accordance with Sections 251 and 252 of the Act, and designed to enable Level 3 to provide competing telephone exchange service to subscribers within the territory of BellSouth.

2. Term of the Agreement

2.1 The term of this Agreement shall be through December 31, 2003 and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. Upon mutual written agreement of the Parties, this Agreement may be renewed for such additional period of time as the Parties may agree.

2.2 The Parties agree that if either Party provides notice of intent to renegotiate no later than one hundred and eighty (180) days prior, and no sooner than two

hundred and seventy (270) days prior, to the expiration of this Agreement, they shall negotiate as soon as practicable with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement (“Subsequent Agreement”). If as of the expiration of this Agreement a Subsequent Agreement has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated or arbitrated. The Parties’ rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.4 below.

- 2.3 If, within one hundred and thirty-five (135) to one hundred and sixty (160) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.
- 2.4 In those circumstances where a Party has delivered notice pursuant to Section 2.2, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and (i) the Parties are not involved in active good faith negotiations or mediation for a Subsequent Agreement, or (ii) no arbitration proceeding has been filed in accordance with Section 2.3 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Level 3 pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to Level 3 pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.

3. Ordering Procedures

- 3.1 If such information has not already been provided, Level 3 shall provide BellSouth, if applicable, its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.
- 3.2 The Parties agree to adhere to the BellSouth Local Interconnection and Facility Based Ordering Guide, Products and Services Interval Guide, Resale Ordering Guide, and such other BellSouth Guides referenced herein (together, “Guides”) as appropriate for the services ordered.
- 3.3 Level 3 shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachment 2, 3, 5 and 7 as applicable.

4. Parity

When Level 3 purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries, end users or any other third-party carrier. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Level 3 shall be at least equal in quality to that which BellSouth provides to itself. The quality of the interconnection between the networks of BellSouth and the network of Level 3 shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth’s network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by Level 3.

5. White Pages Listings

BellSouth shall provide Level 3 and their customers access to white pages directory listings under the following terms:

- 5.1 Listings. Level 3 shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Level 3 residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between Level 3 and BellSouth subscribers. BellSouth shall use commercially reasonable efforts at parity to ensure the accurate listing of Level 3 customers.
- 5.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to Level 3 or its subscribers and Level 3 will provide subscriber listing

information to BellSouth at no charge; provided however, that orders regarding directory listings submitted separately from service orders will incur charges as stated in BellSouth's General Subscriber Services Tariff A.4.

- 5.3 Procedures for Submitting Level 3 Subscriber Information. BellSouth will provide to Level 3 a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Level 3 will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, on a magnetic tape, computer disk, or other mutually agreed upon means. These procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.
- 5.4 Unlisted/Non-Published Subscribers. Level 3 will be required to provide to BellSouth the names, addresses and telephone numbers of all Level 3 customers that wish to be omitted from directories.
- 5.5 Inclusion of Level 3 Customers in Directory Assistance Database. BellSouth will include and maintain Level 3 subscriber listings in BellSouth's Directory Assistance databases at no charge and Level 3 shall provide such Directory Assistance listings at no charge. BellSouth and Level 3 will formulate appropriate procedures regarding lead time, timeliness, format, content, and correction of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord Level 3's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to Level 3's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.
- 5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to Level 3 subscribers at no charge and in the same manner, time and quantity as it provides its own customers.

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

6.1 BellSouth shall, upon request of Level 3, provide to Level 3 access to its network elements at any technically feasible point for the provision of Level 3's telecommunications service in accordance with applicable law and FCC rules and orders. Any request by Level 3 for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth following.

6.2 BFR Not Required. Where the FCC or Commission, in a generic order, has required or shall require BellSouth to offer a network element, interconnection option, or service not covered in this Agreement, BellSouth shall offer to Level 3 said network element, interconnection option, or service in the same fashion as required by the generic proceeding and without submission of a BFR. If BellSouth provides any network element, interconnection option, or service that is not identified in this Agreement to itself, to any BellSouth affiliate, or to any other telecommunications carrier, BellSouth shall make available to Level 3, upon Level 3's request, and without submission of a BFR, the same network element, interconnection option, or service at parity. The Parties agree to amend the Agreement to include any rates, terms and conditions for any new network element, interconnection option, or service that BellSouth is required to make available to Level 3 under this section.

6.3 A Bona Fide Request/New Business Request shall be submitted in writing to Level 3's Account Manager by Level 3 and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include Level 3's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

6.4 To the extent possible, BellSouth will utilize information from previously developed BFRs to address similar arrangements in order to shorten the response times for the currently requested BFR and to decrease the development costs for the currently requested BFR. In the event Level 3 has submitted a BFR for a network element, interconnection option, or service and BellSouth determines in accordance with the provisions of this Section that the BFR is technically feasible, the Parties agree that Level 3's subsequent request or order for the identical type of network element, interconnection option, or service shall not be subject to the BFR process. To the extent BellSouth has previously deployed an identical network element, interconnection option, or service under a previous BFR for itself or any other carrier, a subsequent BFR is not required. However, BellSouth may require Level 3 to reimburse the initial requesting carrier a pro rata share of the development costs as defined below. Similarly, if BellSouth or another CLEC

avoids development costs because Level 3 has already paid such costs for a particular network element, interconnection option, or service, then BellSouth shall reimburse Level 3 a pro rata share of the development costs paid. For purposes of this Section, an “identical” request shall be one that is materially identical to a previous request with respect to the information provided.

- 6.5 BellSouth acknowledgment. Within five (5) business days of receipt of a BFR, BellSouth shall acknowledge in writing its receipt and identify its single point of contact responsible for responding to the BFR and shall request any additional information needed to process the BFR. Within five (5) business days of receipt by BellSouth of a BFR from Level 3, BellSouth agrees to confer with Level 3 to discuss the BFR to ensure that: (i) BellSouth properly understands Level 3’s BFR, and (ii) to inform Level 3 of the existence of any similar BFRs made by other parties. Notwithstanding the foregoing, BellSouth may request additional information from Level 3 at any time during the processing of the BFR. If BellSouth claims, in response to a BFR made under this Section, that it cannot offer a particular network element, interconnection option, or service because it is technically infeasible, BellSouth must specify in detail which technical specifications cannot be met.
- 6.6 Preliminary Analysis delivery. Unless otherwise agreed by both Parties in writing, within thirty (30) calendar days of its receipt of a BFR, BellSouth shall provide to Level 3 a Preliminary Analysis of the BFR. If BellSouth determines that it is not able to provide Level 3 a Preliminary Analysis within thirty (30) calendar days of BellSouth’s receipt of the BFR, BellSouth will inform Level 3 as soon as practicable. Level 3 and BellSouth will then determine a mutually agreeable date for delivery of the Preliminary Analysis. Within five (5) business days of Level 3’s receipt of the BellSouth Preliminary Analysis and upon Level 3’s request, BellSouth agrees to confer with Level 3 to discuss BellSouth’s Preliminary Analysis.
- 6.7 Preliminary Analysis details. The Preliminary Analysis will state whether BellSouth can meet Level 3’s requirements and shall include BellSouth’s proposed price (plus or minus 25 percent) and the date the BFR can be met. If BellSouth cannot provide the network element, interconnection option, or service by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Level 3’s requested date. The Preliminary Analysis also will include a detailed breakdown of the costs supporting the proposed price, including the development costs, as defined below, necessary to complete Level 3’s BFR. BellSouth also shall indicate in the Preliminary Analysis its agreement or disagreement with Level 3’s designation of the BFR as an obligation under the Telecommunications Act of 1996. If BellSouth does not agree with Level 3’s designation, it may use the Dispute Resolution process set forth in Section 12. In no event, however, shall any dispute delay BellSouth’s processing of the Request.

- 6.8 Notice to proceed. After providing the Preliminary Analysis to Level 3, BellSouth shall proceed with Level 3's BFR upon receipt of Level 3's written "notice to proceed." This "notice to proceed" shall not be construed by BellSouth as a waiver of Level 3's right to invoke any dispute resolution process as set forth in Section 12 as to any issue, including BellSouth's proposed price, the reasonable, demonstrable, and actual costs incurred in the event of Level 3's cancellation of a BFR, or the amount of development costs paid. All payments are subject to adjustment according to the outcome of the dispute resolution process. In no event shall any dispute delay BellSouth proceeding with completing the BFR.
- 6.9 Development costs. After receipt and review of BellSouth's Preliminary Analysis, if Level 3 decides to proceed, Level 3 agrees to pay the fixed amount identified in the Preliminary Analysis for the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR. These costs will be referred to as "development costs." The development costs identified in the Preliminary Analysis are fixed. Level 3 will begin processing the payment of development costs at the time it issues the written "notice to proceed" with payment due to BellSouth within 15 days of the issuance of the notice to proceed.
- 6.10 Interim payment in the event of price dispute. In the event of a dispute over payments made by Level 3 or requested by BellSouth, including development costs and any interim progress payment, upon BellSouth's written request, Level 3 agrees to negotiate an interim lump sum progress payment to compensate BellSouth for its reasonable, demonstrable and actual costs incurred in processing Level 3's BFR. The interim lump sum progress payment shall be calculated by determining the average between BellSouth's proposed price and Level 3's estimate of the price for processing its BFR. Level 3 agrees to pay 50% of this amount as the interim lump sum progress payment. If Level 3's proposed price is less than 50% of BellSouth's proposed price, the average shall be calculated by assuming that Level 3's price is exactly 50% of BellSouth's proposed price.
- 6.11 Firm quote delivery. As soon as possible, but in no event later than sixty-five (65) calendar days after receipt of the Request, BellSouth shall provide Level 3 with a firm BFR response that will include, at a minimum, the firm availability date, the installation intervals, a binding price quote, and a final detailed breakdown of all costs supporting the final price.
- 6.12 Acceptance or rejection of firm quote. Within thirty (30) calendar days after receipt of the firm BFR response from BellSouth, Level 3 will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If BellSouth receives no response to the firm quote from Level 3 within the thirty day time frame, BellSouth shall issue a written request for confirmation that Level 3 does not wish to proceed with the BFR. If BellSouth receives no response from Level 3 within five (5) calendar days of its written request for confirmation, BellSouth may consider the BFR/NBR canceled. Level 3 agrees to pay BellSouth the reasonable,

demonstrable, and actual costs directly related to complying with Level 3's BFR/NBR up to the date of cancellation.

6.13 Pricing Principles. Unless Level 3 agrees otherwise, all proposed prices shall be derived in accordance with the Act and any applicable FCC and Commission rules and regulations. Payments for services purchased under a BFR will be made as specified in this Agreement, unless otherwise agreed to by Level 3.

6.14 Amendment. Upon Level 3's acceptance of the firm quote by BellSouth, the Parties shall amend the Agreement to incorporate the network element, interconnection option, or service contemplated by the BFR. The amendment shall include all pertinent rates, terms and conditions and shall be filed with the appropriate regulatory Commission pursuant to the requirements of the Act.

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

To the extent technically feasible, where BellSouth provides resale or local switching to Level 3, BellSouth maintains call detail records for Level 3 end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for Level 3 end users for the same length of time it maintains such information for its own end users.

7.1 BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Level 3 end users and where BellSouth maintains call detail records responsive to the law enforcement agency subpoena or court ordered request. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. If BellSouth does not maintain the call detail records, BellSouth will direct the law enforcement agency initiating the request to Level 3.

7.2 Level 3 agrees that in cases where Level 3 receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to Level 3 end users, if Level 3 does not maintain the call detail records responsive to such requests, Level 3 will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

7.3 Level 3 will provide Level 3 end user and/or other customer information that is available to Level 3 in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests for Level 3 end user and/or other customer information to Level 3 for the purpose of providing this information to the law enforcement agency.

8. Liability and Indemnification

8.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible Level 3 revenues.

8.2 Level 3 Liability. In the event that Level 3 consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Level 3 under this Agreement.

8.3 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor Level 3 shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

8.4 Limitation of Liability.

8.4.1

Except in the event of the gross negligence or willful misconduct of the Party seeking to rely on the limitation of liability in this Section, each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees, relating to or arising out of any negligent act of 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 performed improperly. To the extent that any other specific provision or provisions of this Agreement include a limitation of liability that is inconsistent with this Section, the limitation of liability associated with such specific provision or provisions shall apply, rather than this Section, in the event of any claim arising under the specific provision or provisions. In addition, this limitation of liability shall not apply to a Party's indemnification obligations under this Agreement.

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

obligations of the Parties to each other under this Agreement and in the event of a conflict, this Agreement shall control.

8.4.3 Neither BellSouth nor Level 3 shall be liable for damages to the other's terminal location, POI or other Party's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to properly ground a local loop after disconnection.

8.4.4 Except in the case of willful misconduct or gross negligence, a Party shall not be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

8.5 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party'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 Party's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such Party's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

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

9. Intellectual Property Rights and Indemnification

9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Level 3 is strictly

prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark. BellSouth is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any Level 3 name, service mark or trade mark.

- 9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.
- 9.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:
- 9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 9.4.2 obtain a license sufficient to allow such use to continue.
- 9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the

facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

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

10. Treatment of Proprietary and Confidential Information

- 10.1 Confidential Information. It may be necessary for BellSouth and Level 3 to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend. Any information conveyed orally will be reduced to a writing identifying such information as confidential, private or proprietary within ten (10) business days. The Information shall not be copied or reproduced in any form. BellSouth and Level 3 shall protect the Information received from distribution, disclosure or dissemination to anyone except employees, consultants and attorneys of BellSouth and Level 3 with a need to know such Information and which employees, consultants and attorneys agree to be bound by the terms of this Section. BellSouth and Level 3 will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information. Upon written request of the Party providing the Information, the receiving Party shall return all copies of such Information or destroy such Information. The Parties' obligations under this Section 10 shall survive and continue in effect until three (3) 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' obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

- 10.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or Level 3 to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a person other than BellSouth or Level 3; (2) lawfully obtained from any source other than the owner of the Information; (3) previously known to the receiving Party without an obligation to keep it confidential; or (4) required by law to be disclosed, or disclosed to a court or governmental agency for the purpose of enforcing its rights under this Agreement. In the case of (4) the receiving Party

shall provide sufficient notice to the providing Party so that the providing Party may request of the court or governmental agency an appropriate protective order to protect the confidentiality of the Information. The receiving Party shall cooperate with the providing Party's efforts to seek the protective order.

11. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

12. Resolution of Disputes

12.1 Each Party agrees to notify the other Party in writing of a dispute concerning this Agreement.

12.2 Procedures for resolution of billing disputes are set forth in Section 3 of Attachment 7 of this Agreement.

12.3 Procedures for resolution of all disputes other than billing disputes are set forth below.

12.3.1 If the Parties are unable to resolve the issues relating to the dispute in the normal course of business within 60 days after delivery of notice of the dispute, each of the parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute.

12.3.2 If the Parties are unable to resolve issues related to the dispute within thirty (30) days after the Parties' appointment of designated representatives pursuant to Section 12.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity.

12.3.3 Nothing in this Section shall be construed to preclude or limit either Party from seeking immediate injunctive relief from a court or agency with competent jurisdiction to the extent it deems necessary. Each Party reserves any rights it may have to seek judicial review of any ruling by the Commission concerning this Agreement.

13. Taxes

- 13.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income or real or personal property.
- 13.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.
- 13.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- 13.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 13.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
- 13.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 13.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Each Party will use its best efforts to ensure that any such taxes or fees are billed or presented in a timely manner. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any

proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

- 13.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 13.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 13.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 13.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Each Party will use its best efforts to ensure that any such taxes or fees are billed or presented in a timely manner. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. If, after consultation in accordance with the preceding sentence, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular

tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in this Agreement and Attachment 1. Utilization of the dispute resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

- 13.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 13.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

14. Force Majeure

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

15. Modification of Agreement

- 15.1 Upon written request, BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Level 3 any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.
- 15.2 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 that 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.
- 15.3 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 15.4 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).
- 15.5 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Level 3 or BellSouth to perform any material terms of this Agreement, Level 3 or

BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 12.

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

16. Waivers

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

17. Governing Law

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

18. Arm's Length Negotiations

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

19. Notices

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

BellSouth Telecommunications, Inc.

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

and

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

Level 3 Communications, LLC

Director of Access Planning
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

and

Michael R. Romano
Attorney
Level 3 Communications, LLC
1025 Eldorado Blvd
Broomfield, CO 80021

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

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

19.3 BellSouth shall provide Level 3 notice via Internet posting of retail price changes and of changes to the terms and conditions of retail services available for resale.

20. Rule of Construction

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

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

23. Implementation of Agreement

Where the Parties have not already established a prior course of dealing, within 60 days of the execution of this Agreement, the Parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for interconnection of the Parties' networks. The implementation template in Attachment 10 of this Agreement may be used by the Parties during the implementation process.

24. Interference or Impairment

- 24.1 Notwithstanding any other provisions of this Attachment, neither Party shall use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that: 1) significantly degrades, interferes with or impairs service provided by the other Party or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of the other Party or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If either Party reasonably determines that any equipment or facilities of the other Party violates the provisions of this paragraph, the complaining Party shall give written notice to the violating Party, which notice shall direct the violating Party to cure the violation within forty-eight (48) hours of receipt of such written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. Upon the violating Party's receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 24.2 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services as described in Section 24.3 below, if the violating Party fails to take curative action within 48 hours, or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or in the event of any other impairment or interference with the complaining Party's service or network or the service or network of any other entity, then the complaining Party may take such reasonable action as it deems appropriate to correct the violation, including without limitation discontinuance of

services to the violating Party and/or requesting expedited Commission resolution of the matter; provided, however, that neither Party shall have the right to interrupt electrical power to the other Party's equipment. The complaining Party will endeavor, but is not required, to provide notice to the violating Party prior to taking such action. The complaining Party shall not be liable to the violating Party for any damages arising from such action, except to the extent that such action by the complaining Party constitutes willful misconduct.

For purposes of this Section 24, the term "significantly degrade" shall mean an action that noticeably impairs a service from a user's perspective. Notwithstanding anything to the contrary in Section 24.2 above, in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and where the violating Party fails to take curative action within 48 hours, the complaining Party will establish before the relevant state commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to the violating Party or, if subsequently necessary, the relevant state Commission, must be supported with specific and verifiable information. Where the complaining Party demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the violating Party shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

25. 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. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Level 3 shall be responsible for publishing the required notice and the publication and/or notice costs shall be split equally between BellSouth and Level 3.

26. Guides

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

the Parties under this Agreement. In the event of a conflict between this Agreement and any Guides, this Agreement controls.

27. Entire Agreement

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

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

Network Elements and Other Services
Local Interconnection
Resale
Collocation

The following services are included as options for purchase by Level 3. Level 3 shall elect said services by written request to its Account Manager if applicable.

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

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

BellSouth Telecommunications, Inc.

Signature on file_____
Signature

____Patrick C. Finlen_____
Name

____Managing Director_____
Title

____4/25/01_____
Date

Level 3 Communications, LLC

____Signature on file_____
Signature

____Kevin J. Dundon_____
Name

____Sr. Vice President_____
Title

____4/16/01_____
Date

Definitions

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

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

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

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

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

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

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

Local Interconnection is defined as the delivery of local traffic to be terminated on each Party’s network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call.

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as such exchanges are defined and specified in Section A3 of BellSouth’s General Subscriber Service Tariff.

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

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

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

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

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

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

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

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

Signal Transfer Points (“STPs”) are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of

Signaling System 7 (“SS7”) messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between Level 3 designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

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

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

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

Attachment 1

Resale

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RESALE

1. Discount Rates

The rates pursuant to which Level 3 is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

2. Definition of Terms

- 2.1 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.
- 2.2 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.3 END USER means the ultimate user of the telecommunications services.
- 2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- 2.5 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.
- 2.6 OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC) means a telephone company certificated by the public service commission(s) of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as Level 3 subscribes to the telecommunications services of BellSouth and then reoffers those telecommunications services to the public (with or without "adding value").
- 2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which a CLEC, such as Level 3, may offer resold local exchange telecommunications service.

3. General Provisions

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

- customer care, BellSouth shall refer the customer directly to Level 3's customer care personnel without making any effort to market to the customer in the context of that contact and without making any remarks as to the services provided by Level 3. The parties agree to provide one another with toll-free contact numbers for such purposes.
- 3.7 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.
- 3.8 BellSouth maintains the right to serve directly any end user within the service area of Level 3. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Level 3. Each Party shall comply with rules regarding the use of Customer Proprietary Network Information (as that term is described in the Act) as set forth in Section 222 of the Act and in effective and applicable FCC rules and orders.
- 3.9 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.10 Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of BellSouth and are assigned to the service furnished. Level 3 has no 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.
- 3.11 For the purpose of the resale of BellSouth's telecommunications services by Level 3, BellSouth will provide Level 3 with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. Level 3 acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that Level 3 cancel its reservations of numbers. Level 3 shall comply with such request, provided that BellSouth is subject to the same policies administered in a nondiscriminatory manner where such shortages of telephone numbers exist.
- 3.12 Further, upon Level 3's request, and for the purpose of the resale of BellSouth's telecommunications services by Level 3, BellSouth will reserve up to 100 telephone numbers per CLLIC, for Level 3's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. Level 3 acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of Level 3's reasonable need in that particular

- CLLIC. BellSouth will apply any policies to address such shortages on a nondiscriminatory basis to itself, Level 3, and other carriers (including, but not limited to, its own affiliates and subsidiaries).
- 3.13 BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Level 3.
- 3.14 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.15 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.16 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.17 BellSouth accepts no responsibility to any person for any unlawful act committed by Level 3 or its end users as part of providing service to Level 3 for purposes of resale or otherwise.
- 3.18 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
- 3.18.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
- 3.18.2 Cause damage to BellSouth's plant;
- 3.18.3 Impair the privacy of any communications; or
- 3.18.4 Create hazards to any BellSouth employees or the public.
- 3.19 Level 3 assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by Level 3.
- 3.20 Facilities and/or equipment utilized by BellSouth to provide service to Level 3 remain the property of BellSouth.
- 3.21 White page directory listings will be provided for Level 3 customers on a nondiscriminatory basis in accordance with regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.
- 3.22 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition,

- Level 3 shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, Level 3 shall provide paper copies of customer record information within a reasonable period of time upon request by BellSouth. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agree that Level 3 and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 3.23 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Attachment.
- 3.24 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
 - Call Forward on Busy/Don't Answer ("CF-B/DA")
 - Call Forward on Busy ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.
- 3.25 BellSouth's Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.26 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge will not be discounted.
- 4. BellSouth's Provision of Services to Level 3**
- 4.1 Level 3 agrees that its resale of BellSouth services shall be as follows:
- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
- 4.1.3 BellSouth reserves the right to periodically audit services purchased by Level 3 to establish authenticity of use. Such audit shall not occur more than once in a calendar year, during Level 3's standard business hours and subject to confidentiality protection. Level 3 shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall not make use of any of the information obtained during an audit pursuant to this section for any purpose other than to establish authenticity of use. BellSouth shall bear the cost of said audit.
- 4.2 Resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month), shall not be aggregated across multiple resold services.
- 4.3 Level 3 may resell services only within the specific resale service area as defined in its certificate.
- 4.4 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

5. Maintenance of Services

- 5.1 Level 3 will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.
- 5.2 Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.3 Level 3 or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
- 5.4 Level 3 accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

- 5.5 Level 3 will be BellSouth's single point of contact for all repair calls on behalf of Level 3's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- 5.6 Level 3 will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.7 For all repair requests, Level 3 accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.8 BellSouth will bill Level 3 for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.9 BellSouth reserves the right to contact Level 3's end users, if deemed necessary, for maintenance purposes. In no event shall BellSouth make any effort to market to the customer in the context of that contact or make any remarks as to the services provided by Level 3.

6. Establishment of Service

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, to the extent Level 3 seeks to resell BellSouth services, Level 3 will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for Level 3's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met (pursuant to Section 6.7, if applicable), BellSouth will begin taking orders for the resale of service.
- 6.2 Service orders will be in a standard format designated by BellSouth.
- 6.3 When notification is received from Level 3 that a current end user of BellSouth will subscribe to Level 3's service, standard service order intervals for the appropriate class of service will apply.
- 6.4 BellSouth will not require end user confirmation prior to establishing service for Level 3's end user customer. Level 3 must, however, be able to demonstrate end user authorization upon request.
- 6.5 Level 3 will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will

accept a request directly from the end user for conversion of the end user's service from Level 3 to BellSouth or will accept a request from another CLEC for conversion of the end user's service from Level 3 to the other LEC. BellSouth will notify Level 3 that such a request has been processed.

- 6.6 If BellSouth determines that an unauthorized change in local service to Level 3 has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess Level 3 as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to Level 3. These charges can be adjusted if Level 3 provides satisfactory proof of authorization.
- 6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established. A CLEC may be deemed to have satisfactory credit if it rates a 5.0 or better on the Dun & Bradstreet Risk Assessment Monitor. In addition, in determining satisfactory credit, BellSouth evaluates factors such as payment history with suppliers, bank relationships, audited financial statement ratios, years in business, management history, number of liens, suits or judgments and pay history with BellSouth. To the extent not required as of the effective date of this Agreement, Level 3 shall not be required to furnish a security deposit or letter of credit to BellSouth absent an adverse material change in financial circumstances thereafter as determined in accordance with the foregoing factors. Such adverse material changes may be measured based upon changes that alone would not be deemed material but when considered in conjunction with past adverse trends, including adverse trends occurring prior to the effective date hereof, constitute an adverse material change.
- 6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
- 6.7.3 Such security deposit may not exceed two months' estimated billing.
- 6.7.4 The fact that a security deposit has been made in no way relieves Level 3 from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.

- 6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its reasonable judgment, material changes in Level 3's financial circumstances so warrant and/or gross monthly billing has increased significantly beyond the level initially used to determine the security deposit.
- 6.7.6 In the event that Level 3 defaults on its account, service to Level 3 will be terminated in accordance with Section 8 of this Attachment and any security deposits held will be applied to its account.
- 6.7.7 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

7. Payment And Billing Arrangements

- 7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for Level 3. Level 3 is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 7.2 BellSouth shall bill Level 3 on a current basis all applicable charges and credits.
- 7.3 Payment of all charges will be the responsibility of Level 3. Level 3 shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Level 3 from Level 3's end user. BellSouth will not become involved in billing disputes that may arise between Level 3 and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 7.4 BellSouth will render bills each month on established bill days for each of Level 3's accounts.
- 7.5 BellSouth will bill Level 3 in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Level 3, and Level 3 will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.
- 7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

- 7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in section 7.8 following, shall apply.
- 7.6.2 If Level 3 requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to Level 3.
- 7.6.3 Billing Disputes
- 7.6.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:
- 7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution
- 7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.
- 7.6.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

- 7.7 Upon proof of tax exempt certification from Level 3, the total amount billed to Level 3 will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. Level 3 will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to Level 3's end user.
- 7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff. Level 3 will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.
- 7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Level 3
- 7.10 BellSouth will not perform billing and collection services for Level 3 as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 7.11 Pursuant to 47 CFR Section 51.617, BellSouth will bill Level 3 end user common line charges and Presubscribed Interexchange Carrier Charges identical to the charges BellSouth bills its end users as set forth in BellSouth FCC Tariff No. 1.
- 7.12 In general, BellSouth will not become involved in disputes between Level 3 and Level 3's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, Level 3 shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with Level 3 to resolve the matter in as timely a manner as possible. Level 3 may be required to submit documentation to substantiate the claim.
- 8. Discontinuance of Service**
- 8.1 The procedures for discontinuing service to an end user are as follows:
- 8.1.1 Where possible, BellSouth will deny service to Level 3's end user on behalf of, and at the request of, Level 3, putting Level 3's end user in a "denied state." Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Level 3.
- 8.1.2 At the request of Level 3, BellSouth will disconnect a Level 3 end user customer.

- 8.1.3 All requests by Level 3 for denial or disconnection of an end user for nonpayment must be in writing.
- 8.1.4 Level 3 will be made solely responsible for notifying the end user of the proposed disconnection of the service.
- 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Level 3 when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by Level 3 and/or the end user against any claim, loss or damage arising from providing this information to Level 3. It is the responsibility of Level 3 to take the corrective action necessary with its end users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.
- 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility
- 8.2 The procedures for discontinuing service to Level 3 are as follows:
 - 8.2.1 BellSouth reserves the right to suspend or terminate service upon thirty (30) days written notice for nonpayment of undisputed amounts or upon seven (7) days written notice in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Level 3 of the rules and regulations of BellSouth's Tariffs. If Level 3 should cure the alleged violation within the applicable notice time frame, BellSouth shall not suspend or terminate service.
 - 8.2.2 If payment of undisputed amounts is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Level 3, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty (30) days notice to the person designated by Level 3 to receive notices of noncompliance, and discontinue the provision of existing services to Level 3 if Level 3 does not cure within the thirty (30) day timeframe. For purposes of this Section 8, "undisputed amounts" shall mean amounts charged to Level 3 for which Level 3 has not submitted good faith billing dispute in writing in accordance with Attachment 7 of this Agreement.
 - 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
 - 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Level 3's noncompliance continues, nothing

contained herein shall preclude BellSouth's right to discontinue the provision of the services to Level 3 without further notice.

8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, Level 3's services will be discontinued. Upon discontinuance of service on a Level 3's account, service to Level 3's end users will be denied. BellSouth will also reestablish service at the request of the end user or Level 3 upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Level 3 is solely responsible for notifying the end user of the proposed disconnection of the service.

8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

9. Line Information Database (LIDB)

9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.

9.2 BellSouth will provide LIDB Storage upon written request to Level 3 Account Manager stating requested activation date.

10. RAO Hosting

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

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

11. Optional Daily Usage File (ODUF)

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

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

12. Enhanced Optional Daily Usage File (EODUF)

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

13. Calling Name Delivery (CNAM) Database Service

- 13.1 Calling Name Delivery (CNAM) Database Service Agreement is included in this Attachment as Exhibit G. Rates for CNAM are as set forth in Exhibit H of this Attachment.
- 13.2 BellSouth will provide Calling Name Delivery (CNAM) Database service upon written request to its Account Manager stating requested activation date.

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Level 3 for the purposes of resale to Level 3 end users shall be available at the following discount off of the retail rate.

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

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if a CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

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

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

BellSouth has developed and made available the following mechanized systems by which Level 3 may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

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

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

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

Denial/Restoral OSS Charge

In the event Level 3 provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

Level 3 will incur an OSS charge for an accepted LSR that is later canceled by Level 3.

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

Threshold Billing Plan

The Parties agree that Level 3 will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below:

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

The threshold plan will be discontinued in 2002.

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

**EXCLUSIONS AND LIMITATIONS
ON SERVICES AVAILABLE FOR RESALE**

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

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

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Exhibit B
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14.	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
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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.
6. AdWatchSM Service is tariffed as BellSouth[®] AIN Virtual Number Call Detail Service.

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

I. SCOPE

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

Level 3 understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Level 3 further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, Level 3 understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on Level 3's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate Level 3's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) Level 3 agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Level 3's end user accounts which are resident in LIDB pursuant to this Agreement. Level 3 authorizes BellSouth to place such charges on Level 3's bill from BellSouth and agrees that it shall pay all such charges. Charges for which Level 3 hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) Level 3 shall have the responsibility to render a billing statement to its end users for these charges, but Level 3's obligation to pay BellSouth for the charges billed shall be independent of whether Level 3 is able or not to collect from Level 3's end users.
- (d) BellSouth shall not become involved in any disputes between Level 3 and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Level 3. It shall be the responsibility of Level 3 and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

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

III. FEES FOR SERVICE AND TAXES

- A. Level 3 will not be charged a fee for storage services provided by BellSouth to Level 3, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Level 3. Level 3 shall have the right to have BellSouth contest with the imposing jurisdiction, at Level 3's expense, any such taxes that Level 3 deems are improperly levied.

IV. INDEMNIFICATION

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

V. LIMITATION OF LIABILITY

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

VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.
- C. Level 3 agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and Level 3 further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters as described immediately above without BellSouth's prior written approval.
- D. This Agreement constitutes the entire Agreement between Level 3 and BellSouth which supersedes all prior Agreements or contracts, oral or written representations,

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

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

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. ("BellSouth"), and Level 3 ("Level 3"), effective the _____ day of _____, 199 __.

I. GENERAL

This Addendum sets forth the terms and conditions for Level 3's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by Level 3, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- B. Special billing number - a ten digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Level 3.
- F. 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.
- J. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by the Level 3.

III. RESPONSIBILITIES OF PARTIES

- A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. Level 3 will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
- B. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of Level 3. BellSouth will not issue line-based calling cards in the name of Level 3's individual end users. In the event that Level 3 wants to include calling card numbers assigned by the Level 3 in the BellSouth LIDB, a separate agreement is required.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
 - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
 - 2. Determine whether the Level 3 has identified the billing number as one which should not be billed for collect or third number calls, or both.

RAO Hosting

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

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

16. In association with message distribution service, BellSouth will provide Level 3 with associated intercompany settlements reports (CATS and NICS) as appropriate.
17. In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
18. RAO Compensation
- 18.1 Rates for message distribution service provided by BellSouth for Level 3 are as set forth in Exhibit A to this Attachment.
- 18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .
- 18.3 Data circuits (private line or dial-up) will be required between BellSouth and Level 3 for the purpose of data transmission. Where a dedicated line is required, Level 3 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Level 3 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Level 3. Additionally, all message toll charges associated with the use of the dial circuit by Level 3 will be the responsibility of Level 3. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- 18.4 All equipment, including modems and software, that is required on the Level 3 end for the purpose of data transmission will be the responsibility of Level 3.
19. Intercompany Settlements Messages
- 19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Level 3 as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Level 3 and the involved company(ies), unless that company is participating in NICS.

- 19.2 Both traffic that originates outside the BellSouth region by Level 3 and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Level 3, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by Level 3, involves a company other than Level 3, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 19.3 Once Level 3 is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Level 3. BellSouth will distribute copies of these reports to Level 3 on a monthly basis.
- 19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Level 3. BellSouth will distribute copies of these reports to Level 3 on a monthly basis.
- 19.6 BellSouth will collect the revenue earned by Level 3 from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of Level 3. BellSouth will remit the revenue billed by Level 3 to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on Level 3. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Level 3 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 19.7 BellSouth will collect the revenue earned by Level 3 within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Level 3. BellSouth will remit the revenue billed by Level 3 within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Level 3 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and Level 3 agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

Optional Daily Usage File

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

Charges for delivery of the Optional Daily Usage File will appear on Level 3s' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
5. Messages that error in Level 3's billing system will be the responsibility of Level 3. If, however, Level 3 should encounter significant volumes of errored messages that prevent processing by Level 3 within its systems, BellSouth will work with the to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 **Usage To Be Transmitted**

6.1.1 The following messages recorded by BellSouth will be transmitted to Level 3:

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

- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Level 3.

6.1.4 In the event that Level 3 detects a duplicate on Optional Daily Usage File they receive from BellSouth, Level 3 will drop the duplicate message (Level 3 will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to Level 3 via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Level 3 for the purpose of data transmission. Where a dedicated line is required, Level 3 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Level 3 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Level 3. Additionally, all message toll charges associated with the use of the dial circuit by Level 3 will be the responsibility of Level 3. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.

All equipment, including modems and software, that is required on Level 3 end for the purpose of data transmission will be the responsibility of Level 3.

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 Level 3 which BellSouth RAO that is sending the message. BellSouth and Level 3 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Level 3 and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

6.4.1 Level 3 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. Level 3 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Level 3 by BellSouth.

6.5 Control Data

Level 3 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Level 3 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 Level 3 for reasons stated in the above section.

6.6 Testing

6.6.1 Upon request from Level 3, BellSouth shall send test files to Level 3 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 Level 3 set up a production (LIVE) file. The live test may consist of Level 3's employees making test calls for the types of services Level 3 requests on the Optional Daily Usage File. These test calls are logged by Level 3, 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 Level 3, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Level 3 pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. The Level 3 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 Level 3s' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of Level 3 will be the responsibility of Level 3. If, however, Level 3 should encounter significant volumes of errored messages that prevent processing by Level 3 within its systems, BellSouth will work with Level 3 to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the Optional Daily Usage Feed.

7.1 **Usage To Be Transmitted**

- 7.1.1 The following messages recorded by BellSouth will be transmitted to Level 3:

Customer usage data for flat rated local call originating from Level 3'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 Level 3.
- 7.1.3 In the event that Level 3 detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Level 3 will drop the duplicate message (Level 3 will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

- 7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Level 3 over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Level 3'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 Level 3 for the purpose of data transmission. Where a dedicated line is required, Level 3 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Level 3 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Level 3. Additionally, all message toll charges associated with the use of the dial circuit by Level 3 will be the responsibility of Level 3. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on Level 3's end for the purpose of data transmission will be the responsibility of Level 3.

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 Level 3 which BellSouth RAO that is sending the message. BellSouth and Level 3 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Level 3 and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. DEFINITIONS

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Level 3 the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

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

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

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

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

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

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

2. ATTACHMENT

- 2.1 This Attachment contains the terms and conditions where BellSouth will provide to Level 3 access to the BellSouth CNAM SCP for query or record storage purposes.

Level 3 shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to Level 3's access to BellSouth's CNAM Database Services and shall be addressed to Level 3's Account Manager.

3. PHYSICAL CONNECTION AND COMPENSATION

- 3.1 BellSouth's provision of CNAM Database Services to Level 3 requires interconnection from Level 3 to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.
- 3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Level 3 shall provide its own CNAM SSP. Level 3's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.3 If Level 3 elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Level 3 desires to query.
- 3.4 Out-Of-Region Customers. If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the parties and writing shall, by this reference become an integral part of this Agreement.

4. CNAM RECORD INITIAL LOAD AND UPDATES

- 4.1 The mechanism to be used by Level 3 for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Level 3 in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Level 3 to provide accurate information to BellSouth on a current basis.

- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.3 Level 3 CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each party consistent with state and/or federal regulation.

BELLSOUTH/LEVEL 3 RATES
ODUF/EODUF/CMD5

RATES BY STATE										
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF/EODUF/CMD5										
ODUF: Recording, per message	N/A	\$0.0002	\$0.008	\$0.008	\$0.0008611	\$0.00019	\$0.0001179	\$0.008	\$0.0002862	\$0.008
ODUF: Message Processing, per message	N/A	\$0.0033	\$0.004	\$0.004	\$0.0032357	\$0.0024	\$0.0032089	\$0.004	\$0.0032344	\$0.004
EODUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
CMD5: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	\$55.19	\$54.95	\$54.95	\$55.68	\$47.30	\$54.62	\$54.95	\$54.72	\$54.95
EODUF: Message Processing, per magnetic tape provisioned	N/A	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.00004	\$0.001	\$0.001	\$0.0000365	\$0.00003	\$0.0000354	\$0.001	\$0.0000357	\$0.001
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364
* Volume and term arrangements are also available.										
NOTES: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.										

Attachment 2
Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

- 1.1. This Attachment sets forth the unbundled network elements and combinations of unbundled network elements that BellSouth agrees to offer to Level 3 in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment 2. The price for each unbundled network element and combination of unbundled Network Elements is set forth in Exhibit A of this Agreement.
- 1.2. For purposes of this Agreement, “Network Element” is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements will be consistent with the requirements of 47 C.F.R. § 51.319. For purposes of this Agreement, combinations of Network Elements shall be referred to as “Combinations.”
 - 1.2.1. Intentionally left blank.
 - 1.2.2. Except upon request by Level 3, BellSouth shall not separate requested network elements that BellSouth currently combines.
 - 1.2.2.1. Unless otherwise ordered by an appropriate state or federal regulatory agency, currently combined Network Elements are defined as elements that are already combined within BellSouth's network to a given location.
- 1.3. BellSouth shall, upon request of Level 3, and to the extent technically feasible, provide to Level 3 access to its network elements for the provision of Level 3's telecommunications service. If no rate is identified in the contract for a specific service or function that is identified in the Agreement, the rate for the specific service or function will be as negotiated by the Parties upon request by either Party.
- 1.4. Level 3 may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner Level 3 chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the individual network elements purchased by Level 3 for combining to the designated Level 3 collocation space. The network elements shall be provided as set forth in this Attachment.

- 1.5. Subject to applicable and effective FCC Rules and Orders as well as effective State Commission Orders, BellSouth will offer combinations of network elements pursuant to such orders. BellSouth will provide the following combined network components or elements for purchase by Level 3. The rate of the following combined network components or elements is the sum of the individual component or element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations:
- SL2 loop and cross connect
 - Port and cross connect
 - Port and cross connect and common (shared) transport
 - Port and vertical features
 - SL2 Loop with loop concentration
 - Port and common (shared) transport
 - SL2 Loop and LNP
 - SL1 loop and cross connect
- 1.6. BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 1.7. In the event that any effective legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.
- 1.8. Level 3 will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service as in effect on the date of execution of this Agreement.
- 1.9. Standards for Network Elements
- 1.9.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 1.9.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot

reach agreement, the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.

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

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

2.1 Unbundled Loops

2.1.1 Definition

2.1.2 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning. The loop shall include the use of all test access functionality, including without limitation, smart jacks, for both voice and data.

2.1.3 The provisioning of service to a CLEC will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space.

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

2.1.5 "Order Coordination" (OC) refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours (location time) on the committed due date, where BellSouth provides Level 3 prior notice of the due date.

2.1.6 "Order Coordination – Time Specific" (OC-TS) refers to service order coordination in which Level 3 requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. Level 3 may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Level 3 specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians

- to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.1.7 Where facilities are available (as determined on a nondiscriminatory basis), BellSouth will install loops within a 5-7 business days interval. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by Level 3, expedite charges will apply for intervals less than 5 days. Charges associated with expedite requests are set forth in Exhibit C. If Level 3 cancels an order for loops or any other Network Elements, BellSouth shall be entitled to recover its reasonable and demonstrable costs incurred in providing that element or service up to the time of cancellation as set forth in BellSouth's FCC No.4 Tariff, Section 5.4.
- 2.1.8 If Level 3 modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any reasonable and demonstrable costs incurred by BellSouth to accommodate the modification will be reimbursed by Level 3.
- 2.1.9 BellSouth will offer Unbundled Voice Loops (UVL) on a nondiscriminatory basis in two different service levels - Service Level One (SL1) and Service Level Two (SL2).
- 2.1.10 SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If Level 3 requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours (location time), overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.1.11 SL2 loops shall have test points, with or without conditioning, will be designed with a design layout record provided to Level 3, and will be provided with OC. The OC feature will allow Level 3 to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.1.12 BellSouth will also offer Unbundled Digital Loops (UDL) on a nondiscriminatory basis. They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).

- 2.1.13 As a chargeable option on all loops except UVL-SL1 and Unbundled Copper Loop (UCL), BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow Level 3 the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.
- 2.1.14 Level 3 will be responsible for testing and isolating troubles on the loops. Once Level 3 has isolated a trouble to the BellSouth provided loop, Level 3 will issue 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 customers.
- 2.1.15 If Level 3 reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge Level 3 as specified in BellSouth's FCC No.1 Tariff, Section 13, for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.16 If Level 3 reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge Level 3 as specified in BellSouth's FCC No.1 Tariff, Section 13, for any dispatching and testing (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.17 In addition to the UVLs and UDLs, BellSouth shall make available an UCL on a nondiscriminatory basis. The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft) will be used when a CLEC wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.
- 2.1.18 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.
- 2.1.19 The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. Level 3 may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of Level 3's choosing. Level 3 will determine the type of service that will be provided over the loop.

- 2.1.20 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.
- 2.1.21 The UCL loop shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600.
- 2.1.22 Technical Requirements
- 2.1.22.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1, DS3, and digital data (up to 64 kb/s). If a requested loop type is not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet Level 3's request.
- 2.1.22.2 Level 3 will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.1.22.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.3 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by Level 3 will be consistent with industry standards and BellSouth's TR73600.
- 2.1.22.4 Level 3 may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if Level 3 orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by Level 3 using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.
- 2.1.22.5 In some instances, Level 3 will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Level 3 can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Level 3 will determine the type of service that will be provided over the loop. In some cases, Level 3 may be required to pay additional charges for the removal of certain types of equipment. If conditioning is required to make these

loops available, BellSouth's Unbundled Loop Modification ("ULM") process will be utilized at the rates set forth in Exhibit C.

- 2.1.22.6 In cases in which Level 3 has requested that BellSouth remove equipment from the BellSouth loop, and that loop no longer meets the appropriate technical specifications for the original loop type, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. Any loop modified beyond the appropriate technical specifications must be ordered as a UCL, and BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring.
- 2.1.22.7 The loop shall be provided to Level 3 in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.2 Loop Conditioning

- 2.2.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops pursuant to the ULM process described in this Section 2.2 on a nondiscriminatory basis, as requested by Level 3, whether or not BellSouth offers advanced services to the End User on that loop.
- 2.2.2 Loop conditioning (ULM) is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.
- 2.2.3 BellSouth shall recover the cost of line conditioning requested by Level 3 through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e). The prices for Loop Conditioning shall be as set forth in Exhibit C. The prices identified are interim in nature and shall apply only until such time as the Commission establishes prices for Loop Conditioning in any final order. At such time as a final order is issued, the Parties shall "true up" any amounts paid for Loop Conditioning back to the Effective Date of this Agreement, as if Level 3 had purchased all Loop Conditioning at the Commission-established rates starting on that Effective Date.

2.3 Integrated Digital Loop Carriers

- 2.3.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit Level 3 to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide Level 3 with the capability to serve end users at a level that is at parity with the level of service BellSouth provides

its customers. If no alternate facility is available or if a subloop cannot be made available in the context of that order, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Level 3 will then have the option of paying the one-time nondiscriminatory SC rates (vis-à-vis other carriers and BellSouth end users) to place the loop facilities or Level 3 may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.).

2.4 Network Interface Device

2.4.1 Definition

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

2.4.2. BellSouth shall permit Level 3 to connect Level 3's loop facilities to on-premises wiring through the BellSouth NID or at any other technically feasible point.

2.4.3 Access to Network Interface Device (NID)

2.4.3.1. Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), Level 3 may access the on-premises wiring by any of the following means: BellSouth shall allow Level 3 to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. Level 3 agrees to install compatible protectors and test jacks and to maintain the protection system and equipment and to indemnify BellSouth pursuant to Section 8 of the General Terms and Conditions of this Agreement.

2.4.3.2. Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or

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

- 2.4.3.4. Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., Level 3, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
- 2.4.3.5. In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless: (1) the Commission has expressly permitted the same, (2) the removing Party provides notice to the other Party, and (3) the removing Party appropriately caps off and guards the other Party's loop. In such cases, it shall be the responsibility of the removing Party to ground properly the other Party's loop, maintain the NID, and assume liability for any adverse consequences resulting from its failure to act in accordance with this Section in accordance with applicable Commission decisions.
- 2.4.3.6. In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.4.3.7. In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.4.3.8. Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with Level 3 to develop specific procedures to establish the most effective means of implementing this Section 2.4.3.
- 2.4.4 Technical Requirements
 - 2.4.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
 - 2.4.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to Level 3's NID, consistent with the NID's then-current function.
 - 2.4.4.3 Where a BellSouth NID exists, it is provided in its "as is" condition. Level 3 may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8.
 - 2.4.4.4 When Level 3 deploys its own local loops with respect to multiple-line termination devices, Level 3 shall specify the quantity of NIDs connections that it requires within such device.
- 2.4.5 Interface Requirements
 - 2.4.5.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the applicable industry standard technical references.

2.5 Unbundled Loop Concentration (ULC) System

- 2.5.1 BellSouth will provide to Level 3 Unbundled Loop Concentration (ULC) on a nondiscriminatory basis. Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.
- 2.5.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and may connect to Level 3 at Level 3's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

2.6 Sub-loop Elements

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

2.6.3 Unbundled Sub-Loop (distribution facilities)

2.6.3.1 Definition

2.6.3.2 Subject to applicable and effective FCC rules and orders, the unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. There are two offerings available for Unbundled Sub-Loops (USL):

2.6.3.3 Unbundled Sub-Loop Distribution (USL-D) will include the sub-loop facility from the cross-box in the field up to and including the point of demarcation.

2.6.3.4 BellSouth will also provide sub-loop interconnection to the intrabuilding network cable (INC) (riser cable). INC is the distribution facility inside a subscriber's building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-INC (riser cable) will include the facility from the cross-connect device in the building equipment room up to and including the point of demarcation.

2.6.4. Requirements for Unbundled Sub-Loop Distribution Facilities

2.6.4.1 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the Unbundled Sub-Loop distribution facilities may have load coils, which are necessary for transmission of voice grade services. The Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

2.6.4.2 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In a scenario that involves connection at a BellSouth cross-box located in the field, Level 3 would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide continuity to Level 3's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. Level 3's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel on which access to the requested sub-loops will be connected. The CLEC's cable pairs can then be connected to the Unbundled Sub-Loop pairs on this cross-connect panel by the BellSouth technician.

2.6.4.3 BellSouth will provide Unbundled Sub-Loops where available and technically feasible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is

technically feasible to place the required facilities where Level 3 has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand (as capacity shall be determined on a nondiscriminatory, first-come, first-served basis), then BellSouth will perform the set-up work as described in the next section 2.6.4.4. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 2.6.4.4) to accommodate Level 3's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. Level 3 will then have the option of paying the one-time SC charge to modify the facilities to meet Level 3's request.

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

2.6.5 Interface Requirements

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

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

- 2.6.6.1 Where facilities permit (as determined on a nondiscriminatory basis) and where necessary to comply with an effective Commission order, BellSouth will provide Level 3 with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into Level 3's collocation space. TR-008 and TR303 interface standards are available.
- 2.6.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of Level 3's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of Level 3's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the remote terminal (RT) site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

- 2.6.6.3 In these scenarios Level 3 would be required to place a cross-box, RT, or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow Level 3's sub-loops to then be placed on the ULSC and transported to its collocation space at a DS1 level.

2.6.7 Unbundled Network Terminating Wire (UNTW)

- 2.6.7.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to Level 3 on a nondiscriminatory basis and pursuant to the following terms and conditions at rates as set forth in this Attachment.

2.6.7.2 Definition

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

2.6.7.3 Requirements

- 2.6.7.3.1 BellSouth will offer spare pairs that are available to an end user's premises to Level 3. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end user with working service at the time of Level 3's request for UNTW. If no spare pairs are available and the end user is no longer using BellSouth's local service, BellSouth will relinquish the first pair to Level 3. If after BellSouth has relinquished the first pair to Level 3 and the end user decides to change local service providers to BellSouth, Level 3 will relinquish the first pair back to BellSouth.
- 2.6.7.3.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response to a request from such end user, Level 3 agrees to surrender their spare pair(s) upon request by BellSouth.
- 2.6.7.3.3 If an end user of Level 3 desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the end user, then Level 3 agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.
- 2.6.7.3.4 If Level 3 has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to Level 3's NTW to provide local exchange service to the end user, then Level 3 agrees to surrender the

requisite number of its spare pair(s) upon request by BellSouth under rates, terms, and conditions to be separately negotiated between the Parties.

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

2.6.8 Technical Requirements

- 2.6.8.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a single point of interconnection (SPOI) designed for CLEC access to BellSouth's NTW. The SPOI will be installed either near BellSouth's garden terminal or wiring closet. Level 3 will be required to place a cross-box, terminal or other similar device and deliver a cable to this SPOI. Level 3 will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

2.7 **Dark Fiber**

2.7.1 Definition

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

2.7.2 Requirements

- 2.7.2.1 BellSouth shall make available Dark Fiber on a nondiscriminatory basis where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has pre-existing plans to make specific use of the fiber within a two –year planning period, there is no requirement to provide said fiber to Level 3, provided that upon Level 3's request, BellSouth shall provide written certification to Level 3 that BellSouth has plans to use such fiber and shall describe generally its plans to make such use, subject to Level 3's representative signing a separate confidentiality agreement with respect to the disclosure of such plans.
- 2.7.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Level 3's request subject to time and materials charges.
- 2.7.2.3 Level 3 may test the quality of the Dark Fiber to confirm its usability and performance specifications.

- 2.7.2.4 BellSouth shall use its best efforts to provide to Level 3 information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Level 3 ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for Level 3's use and may not allow any other party to use such media, including BellSouth.
- 2.7.2.5 BellSouth shall use its best efforts to make Dark Fiber available to Level 3 within thirty (30) business days after it receives written confirmation from Level 3 that the Dark Fiber previously deemed available by BellSouth is wanted for use by Level 3. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Level 3 to connect or splice Level 3 provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 2.7.2.6 Dark Fiber shall meet the manufacturer's design specifications.
- 2.7.2.7 Level 3 may splice and test Dark Fiber obtained from BellSouth using Level 3 or Level 3 designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

2.8 Rates

The prices that Level 3 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

2.9 Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which Level 3 may submit LSRs electronically.

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

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

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA,	FL, KY, TN
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	MS, NC, SC	
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOME C	SOME C
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99
		SOMAN

2.9.2 Denial/Restoral OSS Charge

In the event Level 3 provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

2.9.3 Cancellation OSS Charge

Level 3 will incur an OSS charge for an accepted LSR that is later canceled by Level 3.

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

2.9.4 Network Elements and Other Services Manual Additive

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

3. **Switching**

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

3.1 **Local Switching**

BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 3.1.3 to Level 3 for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Level 3 for the provision of a telecommunications service only in the limited circumstance described below in Section 3.3.4.6.

3.1.1. Except as otherwise provided herein, BellSouth shall not impose any restrictions on Level 3 regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

3.1.2. Local Circuit Switching Capability, including Tandem Switching Capability

3.1.2.1 Definition

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

3.1.2.2 When utilizing BellSouth's local circuit switching capability, local traffic shall be defined as set forth in Part B of the General Terms and Conditions.

3.1.3 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Level 3 when Level 3 serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

3.1.4 In the event that Level 3 orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office located in those MSAs listed in Section 3.1.3 above, BellSouth's sole recourse shall be to charge Level 3 a rate to be negotiated for use of the local circuit switching functionality for the affected facilities, or in the alternative, to charge Level 3 the local services resale rate for use of all Combinations used to provide the affected facilities to Level 3.

- 3.1.5 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by Level 3. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.
- 3.1.6 BellSouth will provide to Level 3 customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 10 of Attachment 2; or (iii) for Level 3's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by Level 3. Level 3 customers may use the same dialing arrangements as BellSouth customers.
- 3.1.7 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
- 3.1.8 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.
- 3.1.9 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to Level 3 purchasing local BellSouth switching or reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. Level 3 customers may use the same dialing arrangements as BellSouth customers, but obtain a Level 3 branded service.
- 3.2 Technical Requirements
- 3.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 3.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.
- 3.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 3.2.1.3 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by Level 3 will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.

- 3.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 3.2.1.5 BellSouth shall activate service for a Level 3 customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to Level 3's services without loss of switch feature functionality as defined in this Agreement.
- 3.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 3.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 3.2.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 3.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.
- 3.2.1.10 Special Services provided by BellSouth will include the following:
 - 3.2.1.10.1 Telephone Service Prioritization;
 - 3.2.1.10.2 Related services for handicapped;
 - 3.2.1.10.3 Soft dial tone where required by law; and
 - 3.2.1.10.4 Any other service required by law.
- 3.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 3.2.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 3.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to Level 3, upon a reasonable request from Level 3. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Bona Fide Request process.

- 3.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:
 - 3.2.1.14.1 Basic and primary rate ISDN;
 - 3.2.1.14.2 Residential features;
 - 3.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
 - 3.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
 - 3.2.1.14.5 Advanced intelligent network triggers supporting Level 3 and BellSouth service applications.
- 3.2.2 BellSouth shall offer to Level 3 all available AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. These currently include, but may not be limited to:
 - 3.2.2.1 Off-Hook Immediate
 - 3.2.2.2 Off-Hook Delay
 - 3.2.2.3 Termination Attempt
 - 3.2.2.4 6/10 Public Office Dialing Plan
 - 3.2.2.5 Feature Code Dialing
 - 3.2.2.6 Customer Dialing Plan
- 3.2.3 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to Level 3:
 - 3.2.3.1 Private EAMF Trunk
 - 3.2.3.2 Shared Interoffice Trunk (EAMF, SS7)
 - 3.2.3.3 N11
 - 3.2.3.4 Automatic Route Selection
- 3.2.4 Where capacity exists, BellSouth shall assign each Level 3 customer line the class of service designated by Level 3 (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Level 3 customers to Level 3 directory assistance operators at Level 3's option.

- 3.2.5 Where capacity exists, BellSouth shall assign each Level 3 customer line the class of services designated by Level 3 (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Level 3 customers to Level 3 operators at Level 3's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an Level 3 Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
- 3.2.6 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.
- 3.2.7 Interface Requirements
- 3.2.7.1 BellSouth shall provide all technically feasible and available interfaces to loops, including the following interfaces to loops:
- 3.2.7.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
- 3.2.7.1.2 Coin phone signaling;
- 3.2.7.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
- 3.2.7.1.4 Two-wire analog interface to PBX;
- 3.2.7.1.5 Four-wire analog interface to PBX;
- 3.2.7.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 3.2.7.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
- 3.2.7.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 3.2.7.1.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 3.2.7.2 BellSouth shall provide access to the following but not limited to:
- 3.2.7.2.1 SS7 Signaling Network or Multi-Frequency trunking if requested by Level 3;

- 3.2.7.2.2 Interface to Level 3 operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 3.2.7.2.3 Interface to Level 3 Directory Assistance Services through the Level 3 switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other Level 3 required access to interexchange carriers as requested through appropriate trunk interfaces.

3.3 Tandem Switching

3.3.1 Definition

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

3.3.2 Technical Requirements

- 3.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:
 - 3.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
 - 3.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by Level 3 and BellSouth;
 - 3.3.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
 - 3.3.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Level 3;
 - 3.3.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the “Network Interconnection” section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
 - 3.3.2.1.5.1 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
 - 3.3.2.1.5.2 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

- 3.3.2.1.6 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.
- 3.3.2.1.7 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).
- 3.3.2.1.8 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 3.3.2.1.9 Tandem Switching shall record billable events and send them to the area billing centers designated by Level 3. Tandem Switching will provide recording of all billable events as jointly agreed to by Level 3 and BellSouth.
- 3.3.2.1.10 Upon a reasonable request from Level 3, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to Level 3.
- 3.3.2.1.11 BellSouth shall maintain Level 3's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 3.3.2.1.12 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 3.3.2.1.13 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by Level 3 and BellSouth.
- 3.3.2.1.14 Tandem Switching shall process originating toll-free traffic received from Level 3's local switch.
- 3.3.2.1.15 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 3.3.2.2 Interface Requirements
 - 3.3.2.2.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

- 3.3.2.2.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 3.3.2.2.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 3.3.2.2.4 Tandem Switching shall interconnect with Level 3's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At Level 3's request, Tandem Switching shall record and keep records of traffic for billing.
- 3.3.2.2.5 Tandem Switching shall provide an alternate final routing pattern for Level 3's traffic overflowing from direct end office high usage trunk groups.
- 3.3.2.2.6 Tandem Switching shall be equal or better than the requirements for Tandem Switching set forth in the applicable technical references.

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

- 3.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of Level 3. AIN Selective Carrier Routing will provide Level 3 with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.
- 3.4.2 Level 3 shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.
- 3.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
- 3.4.4 Where AIN Selective Carrier Routing is utilized by Level 3, the routing of Level 3's end user calls shall be pursuant to information provided by Level 3 and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.
- 3.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, Level 3 shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit A of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier

- Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit A of this Attachment. For each Level 3 end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit A of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. Level 3 shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit A of this Attachment.
- 3.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 coming up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when one hundred percent (100%) of the Central Offices listed on the original order have been turned up for the service.
- 3.4.7 The non-recurring End Office Establishment Charge will be billed to the client following BellSouth's normal monthly billing cycle for this type of order.
- 3.4.8 End-User Establishment Orders will not be turned-up until the 2nd payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to the client following BellSouth's normal monthly billing cycle for this type of order.
- 3.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to the client following the normal billing cycle for per query charges.
- 3.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed according per contracted rates.

3.5 Packet Switching Capability

3.5.1 Definition

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

- 3.5.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
- 3.5.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- 3.5.4 The ability to extract data units from the data channels on the loops, and
- 3.5.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 3.5.6 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
 - 3.5.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
 - 3.5.6.2 There are no spare copper loops capable of supporting the xDSL services Level 3 seeks to offer;
 - 3.5.6.3 BellSouth has not permitted any requesting carrier to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has Level 3 obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319 (b); and
 - 3.5.6.4 BellSouth has deployed packet switching capability for its own use.
- 3.5.7 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

3.6 **Rates**

The prices that Level 3 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

3.7 **Operational Support Systems (OSS)**

BellSouth has developed and made available the following mechanized systems by which Level 3 may submit LSRs electronically.

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

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

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, NC, MS, SC	FL, KY, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOMECH	SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99
		SOMAN

3.7.2 Denial/Restoral OSS Charge

In the event Level 3 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.

3.7.3 Cancellation OSS Charge

Level 3 will incur an OSS charge for an accepted LSR that is later canceled by Level 3.

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

3.7.4 Network Elements and Other Services Manual Additive

- 3.7.4.1 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 A.

4. Combinations

- 4.1 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.
- 4.2 **EELs.**
- 4.2.1 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 4.3 below.
- 4.2.2 Subject to Section 4.2.3 below, BellSouth will provide access to the EEL in the combinations set forth in 4.3 following. This offering is intended to provide connectivity from an end user’s location through that end user’s SWC to Level 3’s POP serving wire center. The circuit must be connected to Level 3’s switch for the purpose of provisioning telephone exchange service to Level 3’s end-user customers. The EEL will be connected to Level 3’s facilities in Level 3’s collocation space at the POP SWC, or Level 3 may purchase BellSouth’s dedicated transport or access facilities (as such are specifically ordered and utilized by Level 3) between Level 3’s POP and Level 3’s collocation space at the POP SWC.
- 4.2.3 BellSouth shall provide EEL combinations to Level 3 in the state of Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to Level 3 those EEL combinations described in Section 4.3 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to Level 3 in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in the Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs, regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to Level 3 only to the extent such network elements are Currently Combined.
- 4.2.4 Additionally, BellSouth shall make available to Level 3 a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent Level 3 will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 4.5 below.
- 4.3 EEL Combinations

- 4.3.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 4.3.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 4.3.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 4.3.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 4.3.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 4.3.6 DS1 Interoffice Channel + DS1 Local Loop
- 4.3.7 DS3 Interoffice Channel + DS3 Local Loop
- 4.3.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 4.3.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 4.3.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 4.3.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 4.3.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 4.3.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 4.3.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

4.4 Other Network Element Combinations

In the state of Georgia, BellSouth shall make available to Level 3, in accordance with Section 4.6 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 Level 3, in accordance with Section 4.6 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

4.5 Special Access Service Conversions

- 4.5.1 Level 3 may not convert special access services to combinations of loop and transport network elements, whether or not Level 3 self-provides its entrance facilities (or

obtains entrance facilities from a third party), unless Level 3 uses the combination to provide a "significant amount of local exchange service" (as described in this Section), in addition to exchange access service, to a particular customer. For the purpose of special access conversions, a "significant amount of local exchange service" is as defined in the FCC's June 2, 2000 Order. The Parties agree to incorporate by reference paragraph 22 of the June 2, 2000 Order. When Level 3 requests conversion of special access circuits, Level 3 will self-certify to BellSouth in the manner specified in paragraph 29 of the June 2, 2000 Order that the circuits to be converted qualify for conversion and the local usage option upon which Level 3 is relying for such conversion. BellSouth may, at its sole expense, and upon thirty (30) days notice to Level 3, audit Level 3's records not more than one in any twelve month period, unless an audit finds non-compliance with the local usage options referenced in the June 2, 2000 Order, in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. If, based on its audits, BellSouth concludes that Level 3 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 this Agreement.

4.6 Rates

4.6.1 Georgia

4.6.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 4.3, whether Currently Combined or new, are as set forth in Exhibit A of this Amendment.

4.6.1.2 On an interim basis, for combinations of loop and transport network elements not set forth in Section 4.3, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

4.6.1.3 To the extent that Level 3 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, Level 3, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.

4.6.2 All Other States

4.6.2.1 Subject to Section 4.2.3 and 4.4 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 4.3 and other Currently Combined network elements will be the sum of the recurring rates

for the individual network elements plus a nonrecurring charge (the “Switch As Is” charge specified in Exhibit C) unless otherwise negotiated by the parties.

4.6.3 Multiplexing

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. Port/Loop Combinations

5.1 At Level 3’s request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.4 below, that are currently combined in BellSouth’s network except as specified in Sections 5.1.1 and 5.1.2 below.

5.1.1 BellSouth is not required to provide access to combinations of port and loop network elements in locations where BellSouth is not required to provide circuit switching.

5.1.2 BellSouth is not required to provide circuit switching in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, of the Atlanta, Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to Level 3 if Level 3’s customer has 4 or more DS0 equivalent lines.

5.2 Definition

5.2.1 For purposes of this Section, references to Currently Combined network elements shall mean that such network elements are in fact already combined in the BellSouth network.

5.2.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. Section 5.4 following provides the combinations of port and loop network elements that may be ordered by Level 3 when currently combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.1.2 above.

5.2.3 In Georgia, BellSouth shall provide combinations of port and loop network elements to Level 3 regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.1.2 above.

5.3 Rates for Combinations of Loop and Port Network Elements

5.3.1 Rates for combinations of loop and port network elements, as set forth in Section 5.4, are provided in Exhibit A of this Attachment

5.3.2 Rates for Circuit Switching

5.3.2.1 Rates for circuit switching, where BellSouth is not required, pursuant to Section 5.1, to provide circuit switching are as set forth in Exhibit A of this Attachment.

5.4 Combination Offerings

5.4.1 2-wire voice grade port, voice grade loop, virtual cross connect, 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.

5.4.2 2-wire voice grade DID port, voice grade loop, virtual cross connect, 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.

5.4.3 2-wire CENTREX port, voice grade loop virtual cross connect, 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.

5.4.4. 2-wire ISDN Basic Rate Interface, voice grade loop virtual cross connect, 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.

5.4.5 2-wire ISDN Primary Rate Interface, DS1 loop virtual cross connect, 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.

5.4.6 4-wire DS1 Trunk port, DS1 Loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

6. Transport and Dark Fiber

BellSouth shall provide nondiscriminatory access, in accordance with 47 C.F.R. § 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to Level 3 for the provision of a telecommunications service. All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled transport and dark fiber.

6.1. Transport

6.1.1 Definition of Common (Shared) Transport

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

6.1.2 Technical Requirements of Common (Shared) Transport

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

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

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

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

6.2 Interoffice transmission facility network elements include:

6.2.1 Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and Level 3.

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

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

6.2.4 BellSouth shall:

- 6.2.4.1 Provide Level 3 exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
 - 6.2.4.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Level 3 could use to provide telecommunications services;
 - 6.2.4.3 Permit, to the extent technically feasible, Level 3 to connect such interoffice facilities to equipment designated by Level 3, including but not limited to, Level 3's collocated facilities; and
 - 6.2.4.4 Permit, to the extent technically feasible, Level 3 to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.
- 6.2.5 Provided that the facility is used to transport a significant amount of local exchange services Level 3 shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

6.3 Dedicated Transport

6.3.1 Definitions

- 6.3.2 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers. BellSouth will offer Dedicated Transport with the same functionalities that it offers to interexchange carriers. All applicable Cross-Connect, multiplexing, and Collocation space charges shall apply at additional cost as specified in Exhibit C to this Attachment and the pricing schedule for Attachment 4. Examples of possible Dedicated Transport application locations include but are not limited to: (1) Dedicated Transport between a Level 3 POP and a Level 3 collocation arrangement at a BellSouth Serving Wire Center; and (2) Dedicated Transport between a Level 3 collocation arrangement at one BellSouth Premise and another Level 3 collocation arrangement at another BellSouth Premise.

6.3.3 Unbundled Local Channel

- 6.3.4 Unbundled Local Channel is the dedicated transmission path between Level 3's Point of Presence and Level 3's collocation arrangement at the BellSouth Serving Wire Center.

6.3.5 Unbundled Interoffice Channel.

- 6.3.6 Unbundled Interoffice Channel is the dedicated transmission path between Level 3's collocation arrangements at BellSouth's Serving Wire Centers.
- 6.3.7 BellSouth shall offer Dedicated Transport on a nondiscriminatory basis in each of the following ways:
 - 6.3.7.1 As capacity on a shared UNE facility.
 - 6.3.7.2 As a circuit (e.g., DS0, DS1, DS3, OCn) dedicated to Level 3. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both. When Dedicated Transport is provided as a circuit or as capacity on a shared facility, it shall include multiplexing functionality, as appropriate (including, but not limited to, DS1/DS0 and DS3/DS1). The following dedicated transport arrangements with multiplexing capability will be made available pursuant to the BFR process: OC-3/DS3, OC-12/OC-3, OC-12/DS3, OC-48/OC-12, OC-48/OC-3, OC-48/DS3, OC-192/OC-12, and OC-192/OC-48, except to the extent previously made available to CLECs.
- 6.3.8 When Dedicated Transport is provided it shall include:
 - 6.3.8.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;
 - 6.3.8.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.
- 6.3.9 BellSouth shall perform logical payload mapping of Dedicated Transport circuits in any technically feasible manner, including but not limited to: (1) Fully concatenated (e.g., the OC-12 is mapped at 1 x STS-12c); (2) Fully channelized (e.g., the OC-12 is mapped at 12 x STS-1); and (3) Any possible combination of concatenated and channelized (e.g., the circuit is mapped at 9 x STS-1 and 1 STS-3c).
- 6.3.10 The following optional features are available, if requested by Level 3, at the rates set forth in Exhibit C:
 - 6.3.10.1 Clear Channel Capability per 1.544-Mbps ("**DS1**") bit stream;
 - 6.3.10.2 BellSouth-provided Central Office multiplexing in accordance with Telcordia technical standards.
 - (a) DS3 to DS1 multiplexing; and
 - (b) DS1 to Voice/Base Rate/128-, 256-, 384-Kpbs Transport; multiplexing

6.3.11 If requested by Level 3, the following are available at the rates set forth in Exhibit C:

6.3.11.1 1 + 1 Protection for OC3 and OC12;

6.3.11.2 1 + 1 Protection with Cable Survivability for OC3 and OC12;

6.3.11.3 1 + 1 Protection with Route Survivability for OC3 and OC12.

6.3.12 Rates for Dedicated Transport are listed in Exhibit C to this Attachment.

6.3.13 Technical Requirements

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

6.3.13.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3, OCn) shall be dedicated to Level 3 designated traffic.

6.3.13.3 BellSouth shall offer Dedicated Transport in all technologies that are available and deployed in its network including but not limited to, (1) DS0, DS1, DS3, OC3, OC12, and OC 48 transport services, and (2) SONET at available transmission bit rates.

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

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

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

6.3.13.6.1 DS0 Equivalent;

6.3.13.6.2 DS1 (Extended SuperFrame - ESF);

6.3.13.6.3 DS3 (signal must be framed);

6.3.13.6.4 OCn (OC3, OC12, or OC48) (if and when available);

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

- 6.3.13.6.6 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by Level 3.
- 6.3.14 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
 - 6.3.14.1 BellSouth Technical References:
 - 6.3.14.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
 - 6.3.14.3 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995.
 - 6.3.14.4 TR 73525 MegaLink[®] Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.4 Unbundled Channelization

- 6.4.1 BellSouth agrees to offer nondiscriminatory access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in the Attachment.
- 6.4.2 Definition
 - 6.4.2.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, Level 3 can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).
- 6.4.3 Channelization capabilities will be as follows:
 - 6.4.3.1 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s.
 - 6.4.3.2 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.

- 6.4.3.3 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.
- 6.4.4 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.
- 6.4.5 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.
- 6.4.6 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.
- 6.4.7 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.
- 6.4.8 Channelization may be incorporated within dedicated transport or ordered as a stand-alone capability, which requires either the high or low speed side to be connected to collocation.
- 6.4.9 Technical Requirements
 - 6.4.9.1 In order to assure proper operation with BST provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.
 - 6.4.9.2 DS0 to DS1 Channelization
 - 6.4.9.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, *Digital Hierarchy Formats Specifications* and ANSI T1.403.02, *DS1 Robbed-bit Signaling State Definitions*. DS0 to DS1 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73525, *MegaLink[®] Service, MegaLink[®] Channel Service, MegaLink[®] Plus Service, and MegaLink[®] Light Service Interface and Performance Specification*.
 - 6.4.9.3 DS1 to DS3 Channelization
 - 6.4.9.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, *Digital Hierarchy Formats Specifications*. DS1 to DS3 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73501, *LightGate[®] Service Interface and Performance Specifications*. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.

6.4.9.4 DS1 to STS Channelization

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

6.5 Dark Fiber

6.5.1 Definition

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

6.5.3 Requirements

- 6.5.3.1 BellSouth shall make available Dark Fiber on a nondiscriminatory basis where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has pre-existing plans to make specific use of the fiber within a two –year planning period, there is no requirement to provide said fiber to Level 3, provided that upon Level 3's request, BellSouth shall provide written certification to Level 3 that BellSouth has plans to use such fiber and shall describe generally its plans to make such use, subject to Level 3's representative signing a separate confidentiality agreement with respect to the disclosure of such plans.
- 6.5.3.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Level 3's request subject to time and materials charges.
- 6.5.3.1 Level 3 may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 6.5.3.2 BellSouth shall use its best efforts to provide to Level 3 information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Level 3 ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth

shall hold such requested Dark Fiber for Level 3's use and may not allow any other party to use such media, including BellSouth.

- 6.5.3.3 BellSouth shall use its best efforts to make Dark Fiber available to Level 3 within thirty (30) business days after it receives written confirmation from Level 3 that the Dark Fiber previously deemed available by BellSouth is wanted for use by Level 3. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Level 3 to connect or splice Level 3 provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 6.5.3.4 Dark Fiber shall meet the manufacturer's design specifications.
- 6.5.3.5 Level 3 may splice and test Dark Fiber obtained from BellSouth using Level 3 or Level 3 designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

6.6 Rates

- 6.6.1 The prices that Level 3 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

6.7 Operational Support Systems (OSS)

- 6.7.1 BellSouth has developed and made available the following mechanized systems by which Level 3 may submit LSRs electronically.

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

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

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, NC, MS, SC	FL, KY, TN
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OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50 SOMECH	\$3.50 SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99 SOMAN

6.7.3 Denial/Restoral OSS Charge

6.7.3.1 In the event Level 3 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.

6.7.4 Cancellation OSS Charge

6.7.4.1 Level 3 will incur an OSS charge for an accepted LSR that is later canceled by Level 3.

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

6.7.5 Network Elements and Other Services Manual Additive

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

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

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

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

7.1.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Level 3. BellSouth shall provide 8XX TFD in accordance with the following:

7.1.2 Technical Requirements

- 7.1.2.1 BellSouth shall provide Level 3 with nondiscriminatory access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.
- 7.1.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by Level 3.
- 7.1.2.3 The SCP shall also provide, at Level 3's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:
 - 7.1.2.3.1 Network Management;
 - 7.1.2.3.2 Customer Sample Collection; and
 - 7.1.2.3.3 Service Maintenance.

7.2 Rates

The prices that Level 3 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

8 Line Information Database (LIDB)

- 8.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.
- 8.2 BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.
 - 8.2.1 Definition
 - 8.2.2 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.
 - 8.2.3 Technical Requirements
 - 8.2.4 BellSouth will offer to Level 3 any additional capabilities that are developed for LIDB during the life of this Agreement.
 - 8.2.4.1 BellSouth shall process Level 3's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Level 3 what additional functions (if any) are performed by LIDB in the BellSouth network.
 - 8.2.4.2 Within two (2) weeks after a request by Level 3, BellSouth shall provide Level 3 with a list of the customer data items, which Level 3 would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
 - 8.2.4.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.
 - 8.2.4.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

- 8.2.4.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 8.2.4.6 All additions, updates and deletions of Level 3 data to the LIDB shall be solely at the direction of Level 3. Such direction from Level 3 will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 8.2.4.7 BellSouth shall provide priority updates to LIDB for Level 3 data upon Level 3's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 8.2.4.8 BellSouth shall provide LIDB systems such that no more than 0.01% of Level 3 customer records will be missing from LIDB, as measured by Level 3 audits. BellSouth will audit Level 3 records in LIDB against DBAS to identify record mismatches and provide this data to a designated Level 3 contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Level 3 within one business day of audit. Once reconciled records are received back from Level 3, 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 Level 3 to negotiate a time frame for the updates, not to exceed three business days.
- 8.2.4.9 BellSouth shall perform backup and recovery of all of Level 3's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 8.2.4.10 BellSouth shall provide Level 3 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 Level 3 and BellSouth.
- 8.2.4.11 BellSouth shall prevent any access to or use of Level 3 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 Level 3 in writing.
- 8.2.4.12 BellSouth shall provide Level 3 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 Level 3 at least at parity with BellSouth Customer Data. BellSouth shall obtain from Level 3 the screening

information associated with LIDB Data Screening of Level 3 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 Level 3 under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

- 8.2.4.13 BellSouth shall accept queries to LIDB associated with Level 3 customer records, and shall return responses in accordance with industry standards.
- 8.2.4.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 8.2.4.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

8.2.5 Interface Requirements

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

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

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

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

8.3 **Rates**

The prices that Level 3 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

9 Signaling

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

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

9.3 Signaling Link Transport

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

9.3.2 Technical Requirements

9.3.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths or other agreed upon speeds.

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

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

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

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

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

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

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

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

9.3.5.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

- 9.3.5.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
- 9.3.5.3.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
- 9.3.5.3.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

9.3.5.4 Interface Requirements

- 9.3.5.4.1 There shall be a DS1 (1.544 Mbps) interface, or other agreed upon interface, at the Level 3 designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

9.4 Signaling Transfer Points (STPs)

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

9.4.2 Technical Requirements

- 9.4.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
- 9.4.2.1.1 BellSouth Local Switching or Tandem Switching;
- 9.4.2.1.2 BellSouth Service Control Points/DataBases;
- 9.4.2.1.3 Third-party local or tandem switching;
- 9.4.2.1.4 Third-party-provided STPs.
- 9.4.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

- 9.4.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an Level 3 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 Level 3 local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 9.4.2.4 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.4.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a Level 3 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 Level 3 database, then Level 3 agrees to provide BellSouth with the Destination Point Code for the Level 3 database.
- 9.4.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in ANSI T1.116-1990 American National Standards for Telecommunications – Signaling System No. 7 (SS7) – Operations, Maintenance, and Administration Part (OMAP). All OMAP functions will be on a "where available" basis and can include:
- 9.4.2.6.1 MTP Routing Verification Test (MRVT); and
- 9.4.2.6.2 SCCP Routing Verification Test (SRVT).
- 9.4.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an Level 3 or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by Level 3 and BellSouth.

9.4.2.8 STPs shall be provided at parity.

9.4.2.9 SS7 Advanced Intelligent Network (AIN) Access

9.4.2.9.1 When technically feasible and upon request by Level 3, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the Level 3 SS7 network to exchange TCAP queries and responses with an Level 3 SCP.

9.4.2.9.2 SS7 AIN Access shall provide Level 3 SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and Level 3 SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Level 3 SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

9.4.3 Interface Requirements

9.4.3.1 BellSouth shall provide the following STPs options to connect Level 3 or Level 3-designated local switching systems or STPs to the BellSouth SS7 network:

9.4.3.1.1 An A-link interface from Level 3 local switching systems; and,

9.4.3.1.2 A B-link interface from Level 3 local STPs.

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

9.4.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting Level 3 local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Level 3 will work jointly to establish mutually acceptable SPOIs.

9.4.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Level 3 will work jointly to establish mutually acceptable SPOIs.

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

9.4.3.6 Message Screening

- 9.4.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from Level 3 local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Level 3 switching system has a legitimate signaling relation.
- 9.4.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from Level 3 local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Level 3 switching system has a legitimate signaling relation.
- 9.4.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Level 3 from any signaling point or network interconnected through BellSouth's SS7 network where the Level 3 SCP has a legitimate signaling relation.
- 9.4.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the applicable industry standard technical references.

9.5 Service Control Points/Databases

9.5.1 Definition

- 9.5.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 9.5.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

9.5.3 Technical Requirements for SCPs/Databases

- 9.5.3.1 Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to Level 3 in accordance with the following requirements.

- 9.5.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 9.5.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 9.5.3.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 9.5.4 Database Availability
- 9.5.4.1 Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.
- 9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Level 3 customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

9.6 Local Number Portability Database

- 9.6.1 Definition
- 9.6.2 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

9.7 SS7 Network Interconnection

- 9.7.1 Definition.
- 9.7.2 SS7 Network Interconnection is the interconnection of Level 3 local Signaling Transfer Point Switches (STP) and Level 3 local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Level 3 local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 9.7.3 Technical Requirements

- 9.7.3.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:
 - 9.7.3.1.1 BellSouth local or tandem switching systems;
 - 9.7.3.1.2 BellSouth DBs; and
 - 9.7.3.1.3 Other third-party local or tandem switching systems.
- 9.7.4 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and Level 3 or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 9.7.5 If traffic is routed based on dialed or translated digits between an Level 3 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 Level 3 local STPs and BellSouth or other third-party local switch.
- 9.7.6 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 9.7.7 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
 - 9.7.7.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 9.7.7.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 9.7.7.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.7.8 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an Level 3 local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of

- messages to a gateway pair of Level 3 local STPs, and shall not include SCCP Subsystem Management of the destination.
- 9.7.9 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISUP), as specified in ANSI T1.113.
- 9.7.10 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 9.7.11 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 9.7.12 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
- 9.7.12.1 MTP Performance, as specified in ANSI T1.111.6;
- 9.7.12.2 SCCP Performance, as specified in ANSI T1.112.5; and
- 9.7.12.3 ISUP Performance, as specified in ANSI T1.113.5.
- 9.7.13 Interface Requirements
- 9.7.13.1 BellSouth shall offer the following SS7 Network Interconnection options to connect Level 3 or Level 3-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
- 9.7.13.1.1 A-link interface from Level 3 local or tandem switching systems; and
- 9.7.13.1.2 B-link interface from Level 3 STPs.
- 9.7.13.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting Level 3 local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Level 3 will work jointly to establish mutually acceptable SPOI.
- 9.7.13.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the

failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Level 3 will work jointly to establish mutually acceptable SPOI.

- 9.7.13.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 9.7.13.5 BellSouth shall set message screening parameters to accept messages from Level 3 local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Level 3 switching system has a legitimate signaling relation.
- 9.7.13.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.

9.8 Rates

The prices that Level 3 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

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

10.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Operator Call Processing, Inward Operator Services and Directory Assistance Services.

10.2 Operator Systems

10.2.1 Definition. Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

10.3 Operator Service

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

10.3.2 Requirements

10.3.2.1 When Level 3 requests BellSouth to provide Operator Services, the following requirements apply:

10.3.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

10.3.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

10.3.2.1.3 BellSouth shall process calls that are billed to Level 3 end user's calling card that can be validated by BellSouth.

10.3.2.1.4 BellSouth shall complete person-to-person calls.

10.3.2.1.5 BellSouth shall complete collect calls.

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

10.3.2.1.7 BellSouth shall complete station-to-station calls.

10.3.2.1.8 BellSouth shall process emergency calls.

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

10.3.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.

10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

10.3.2.1.12 BellSouth shall adhere to equal access requirements, providing Level 3 local end users the same IXC access as provided to BellSouth end users.

10.3.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Level 3 that BellSouth provides for its own operator service.

10.3.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

10.3.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Level 3.

10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to Level 3 in accordance with CLEC ODUF standards specified in Attachment 7.

10.3.3 Interface Requirements

10.3.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Level 3, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

10.4 **Directory Assistance Service**

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

10.4.2 Requirements

10.4.3 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Level 3's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, Level 3 may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

10.4.4 Directory Assistance Service Updates

- 10.4.4.1 BellSouth shall update end user listings changes daily. These changes include:
 - 10.4.4.1.1 New end user connections: BellSouth will provide service to Level 3 that is equal to the service it provides to itself and its end users;
 - 10.4.4.1.2 End user disconnections: BellSouth will provide service to Level 3 that is equal to the service it provides to itself and its end users; and
 - 10.4.4.1.3 End user address changes: BellSouth will provide service to Level 3 that is equal to the service it provides to itself and its end users;
 - 10.4.4.1.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 10.4.5 Branding for Operator Call Processing and Directory Assistance
 - 10.4.5.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to Level 3 end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows Level 3 to have its calls custom branded with Level 3's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.
 - 10.4.5.2 BellSouth offers four service levels of branding to Level 3 when ordering Directory Assistance and/or Operator Call Processing.
 - 10.4.5.2.1 Service Level 1 - BellSouth Branding
 - 10.4.5.2.2 Service Level 2 - Unbranded
 - 10.4.5.2.3 Service Level 3 - Custom Branding
 - 10.4.5.2.4 Service Level 4 - Self Branding (applicable only to Level 3 for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).
- 10.4.6 For Resellers and Use with an Unbundled Port
 - 10.4.6.1 BellSouth Branding is the Default Service Level.
 - 10.4.6.2 Unbranding, Custom Branding, and Self Branding require Level 3 to order selective routing for each originating BellSouth end office identified by Level 3. Rates for Selective Routing are set forth in this Attachment.

- 10.4.6.3 Customer Branding and Self Branding require Level 3 to order dedicated trunking from each BellSouth end office identified by Level 3, to either the BellSouth Traffic Operator Position System (TOPS) or Level 3 Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.6.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Level 3 to the BellSouth TOPS. These calls are routed to "No Announcement."
- 10.4.7 For Facilities Based Carriers
 - 10.4.7.1 All Service Levels require Level 3 to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
 - 10.4.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which Level 3 requires service.
- 10.4.8 Directory Assistance customized branding uses:
 - 10.4.8.1 the recording of the name;
 - 10.4.8.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.
- 10.4.9 Operator Call Processing customized branding uses:
 - 10.4.9.1 the recording of the name;
 - 10.4.9.2 the front-end loading of the DRAM in the TOPS Switch;
 - 10.4.9.3 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);
 - 10.4.9.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).
 - 10.4.9.5 BellSouth will provide to Level 3 purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. Level 3 end users may use the same dialing arrangements as BellSouth end users, but obtain a Level 3 branded service.

10.5 Directory Assistance Database Service (DADS)

- 10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to Level 3 end users. The term “end user” denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). Level 3 agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, Level 3 agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, Level 3 authorizes the inclusion of Level 3 Directory Assistance listings in the BellSouth Directory Assistance products.
- 10.5.2 BellSouth shall provide Level 3 initially with a base file of subscriber listings which reflect all listing change activity occurring since Level 3’s most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by Level 3 and BellSouth. Level 3 agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
- 10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC’s most recent update. BellSouth shall provide updates to Level 3 on a Business, Residence, or combined Business and Residence basis. Level 3 agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after Level 3 receives the Base File.
- 10.5.4 BellSouth is authorized to include Level 3 Directory Assistance Listing Information in its Directory Assistance Database Service (DADS). Any other use by BellSouth of Level 3 Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to Level 3.
- 10.5.5 Rates for DADS are as set forth in this Attachment.

10.6 Direct Access to Directory Assistance Service

- 10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide Level 3’s directory assistance operators with the ability to search all available BellSouth’s subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow Level 3 to utilize its own switch, operator workstations and optional audio subsystems.

- 10.6.2 BellSouth will provide DADAS from its DA location. Level 3 will access the DADAS system via a telephone company provided point of availability. Level 3 has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.
- 10.6.3 A specified interface to each Level 3 subsystem will be provided by BellSouth. Interconnection between Level 3's system and a specified BellSouth location will be pursuant to the use of Level 3 owned or Level 3 leased facilities and shall be appropriate sized based upon the volume of queries being generated by Level 3.
- 10.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:
- 10.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification;
- 10.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;
- 10.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.
- 10.6.5 Rates for DADAS are as set forth in this Attachment.
- 10.7 **Automatic Location Identification/Data Management System (ALI/DMS)**
- 10.7.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:
- 10.7.2 Technical Requirements
- 10.7.2.1 BellSouth shall offer Level 3 a data link to the ALI/DMS database or permit Level 3 to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Level 3 immediately after Level 3 inputs information into the ALI/DMS database. Alternately, Level 3 may utilize BellSouth,

to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.

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

10.7.2.2.1 Name;

10.7.2.2.2 Address;

10.7.2.2.3 Telephone number; and

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

10.7.2.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Level 3 requests otherwise and shall be updated if Level 3 requests, provided Level 3 supplies BellSouth with the updates.

10.7.2.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or “forwarded-to” number and an indication that the number is ported shall be added to the customer record.

10.7.2.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

10.7.3 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for Level 3 end users shall meet industry standards.

10.8 Rates

The prices that Level 3 shall pay to BellSouth for Services rendered pursuant to Section 10 are set forth in Exhibit C to this Attachment.

11. Calling Name (CNAM) Database Service

- 11.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.
- 11.2 The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. Level 3 must provide to its account manager a written request with a requested activation date to activate this service. If Level 3 is interested in requesting CNAM with volume and term pricing, Level 3 must contact its account manager to request a separate CNAM volume and term Agreement.
- 11.3 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the applicable industry standard technical references.

11.4 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access

- 11.4.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Level 3 the capability that will allow Level 3 and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
- 11.4.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Level 3. Scheduling procedures shall provide Level 3 equivalent priority to these resources.
- 11.4.2 BellSouth SCP shall partition and protect Level 3 service logic and data from unauthorized access, execution or other types of compromise.
- 11.4.3 When Level 3 selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Level 3 to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 11.4.4 When Level 3 selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Level 3 access will be provided via remote data connection (e.g., dial-in, ISDN).

- 11.4.5 When Level 3 selects SCE/SMS AIN Access, BellSouth shall allow Level 3 to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

11.5 Rates

The prices that Level 3 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

12. Basic 911 and E911

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

12.2 If Level 3 orders network elements and other services, then Level 3 is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

12.3 Definition

12.4 Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

12.5 Requirements

12.5.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to Level 3 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. Level 3 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. Level 3 will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Level 3 will be required to discontinue the Basic 911 procedures and being using E911 procedures.

12.5.2 E911 Service Provisioning. For E911 service, Level 3 will be required to install a minimum of two dedicated trunks originating from the Level 3 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. Level 3 will be required to provide BellSouth daily updates to the E911 database. Level 3 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, Level 3 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. Level 3 shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.
- 12.5.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Level 3 beyond applicable charges for BellSouth trunking arrangements.
- 12.5.4 Basic 911 and E911 functions provided to Level 3 shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 12.5.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Level 3 to follow in providing 911/E911 services.

13. True-Up

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

- 13.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 13.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of 13.4 below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.
- 13.3 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the

Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated Agreement” under Section 252(e) of the Act.

- 13.4 A final order of the Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
- (a) BellSouth and Level 3 are entitled to be a full Party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) (in the case of loops or ports only) It shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

EXHIBIT A**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT****I. SCOPE**

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Level 3 and pursuant to which BellSouth, its LIDB customers and Level 3 shall have access to such information. Level 3 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 Level 3, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Level 3 of fraud alerts so that Level 3 may take action it deems appropriate. Level 3 understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Level 3 pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Level 3 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.

Level 3 understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Level 3 further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, Level 3 understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on Level 3's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate Level 3's data from BellSouth's data and

the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) Level 3 agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Level 3's end user accounts which are resident in LIDB pursuant to this Agreement. Level 3 authorizes BellSouth to place such charges on Level 3's bill from BellSouth and agrees that it shall pay all such charges. Charges for which Level 3 hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) Level 3 shall have the responsibility to render a billing statement to its end users for these charges, but Level 3's obligation to pay BellSouth for the charges billed shall be independent of whether Level 3 is able or not to collect from Level 3's end users.
- (d) BellSouth shall not become involved in any disputes between Level 3 and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Level 3. It shall be the responsibility of Level 3 and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

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

III. FEES FOR SERVICE AND TAXES

- A. Level 3 will not be charged a fee for storage services provided by BellSouth to Level 3, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Level 3. Level 3 shall have the right to have BellSouth contest with the imposing jurisdiction, at Level 3's expense, any such taxes that Level 3 deems are improperly levied.

IV. INDEMNIFICATION

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

V. LIMITATION OF LIABILITY

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

VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.
- C. Level 3 agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and Level 3 further agrees not to

- publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.
- D. This Agreement constitutes the entire Agreement between Level 3 and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

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

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, between BellSouth Telecommunications, Inc. ("BellSouth"), and _____ ("Level 3"), effective the ____ day of _____, ____.

I. GENERAL

This Addendum sets forth the terms and conditions for Level 3's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by Level 3, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number that Level 3 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 Level 3.
- C. Special billing number - a ten digit number that identifies a billing account established by Level 3.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by Level 3 which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Level 3.
- 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 Level 3.

III. RESPONSIBILITIES OF PARTIES

- A. Level 3 will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.
- B. BellSouth will store in its LIDB the billing number information provided by Level 3. Under normal operating conditions, BellSouth shall include Level 3's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of Level 3's working telephone numbers.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information provided by Level 3 to perform the following functions for authorized users on an on-line basis:
 - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by Level 3, and where the last four digits (PIN) are a security code assigned by Level 3.
 - 2. Determine whether Level 3 or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.
- E. Level 3 will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. Level 3 will arrange and pay for transport of updates to BellSouth.

IV. COMPLIANCE

Unless expressly authorized in writing by Level 3, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

EXHIBIT B**CALLING NAME DELIVERY (CNAM) DATABASE SERVICES****1. Definitions**

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Level 3 the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

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

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

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

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

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

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

2. Attachment

- 2.1 This Attachment contains the terms and conditions where BellSouth will provide to the Level 3 access to the BellSouth CNAM SCP for query or record storage purposes.

- 2.2 Level 3 shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to Level 3's access to BellSouth's CNAM Database Services and shall be addressed to Level 3's Account Manager.

3. Physical Connection and Compensation

- 3.1 BellSouth's provision of CNAM Database Services to Level 3 requires interconnection from Level 3 to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.
- 3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Level 3 shall provide its own CNAM SSP. Level 3's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.3 If Level 3 elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Level 3 desires to query.
- 3.4 **Out-Of-Region Customers**
If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4. CNAM Record Initial Load and Updates

- 4.1 The mechanism to be used by Level 3 for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Level 3 in the BellSouth specified format and shall contain records for

- every working telephone number that can originate phone calls. It is the responsibility of Level 3 to provide accurate information to BellSouth on a current basis.
- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.3 Level 3 CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

			RATES BY STATE										
DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN	
NIDS													
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC			UNDC2	NA	\$6.15	NA	NA	NA	NA	NA	NA	NA	
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC			UNDC4	NA	\$6.15	NA	NA	NA	NA	NA	NA	NA	
NID, 1-2 lines			UND12	NA	NA	NA	NA	NA	NA	NA	NA	NA	
		NRC - 1st	UND12	TBN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBN	
		NRC - Add'l	UND12	TBN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBN	
		NRC - Disconnect Charge - 1st	UND12	TBN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBN	
		NRC - Disconnect Charge - Add'l	UND12	TBN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBN	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBN	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBN	
NID, 1-6 lines			UND16	NA	NA	NA	TBD	NA	NA	NA	NA	NA	
		NRC - 1st	UND16	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Add'l	UND16	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - 1st	UND16	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - Add'l	UND16	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
Nonrecurring Charge - customer transfer, feature additions, changes (1)				\$5.00	NA	NA	NA	NA	\$5.00	NA	NA	NA	
LOOP, EXCLUDING NID													
2-Wire Analog VG Loop (Standard), per month			TBD	NA	NA	NA	\$18.20	NA	NA	NA	NA	NA	
		NRC - 1st		NA	NA	NA	\$86.08	NA	NA	NA	NA	NA	
		NRC - Add'l		NA	NA	NA	\$58.57	NA	NA	NA	NA	NA	
2-Wire Analog VG Loop (Customized), per month			TBD	NA	NA	NA	\$21.41	NA	NA	NA	NA	NA	
		NRC - 1st		NA	NA	NA	\$236.75	NA	NA	NA	NA	NA	
		NRC - Add'l		NA	NA	NA	\$177.10	NA	NA	NA	NA	NA	
4-Wire Analog VG Loop (Standard), per month			TBD	NA	NA	NA	\$26.38	NA	NA	NA	NA	NA	
		NRC - 1st		NA	NA	NA	\$457.14	NA	NA	NA	NA	NA	
		NRC - Add'l		NA	NA	NA	\$348.83	NA	NA	NA	NA	NA	
2-Wire ISDN Digital Grade Loop (Standard), per month			TBD	NA	NA	NA	\$29.65	NA	NA	NA	NA	NA	
		NRC - 1st		NA	NA	NA	\$541.28	NA	NA	NA	NA	NA	
		NRC - Add'l		NA	NA	NA	\$431.61	NA	NA	NA	NA	NA	
2-Wire ADSL Loop (Standard), per month			TBD	NA	NA	NA	\$10.63	NA	NA	NA	NA	NA	
		NRC - 1st		NA	NA	NA	\$713.50	NA	NA	NA	NA	NA	
		NRC - Add'l		NA	NA	NA	\$609.44	NA	NA	NA	NA	NA	
2-Wire HDSL Loop (Standard), per month			TBD	NA	NA	NA	\$7.40	NA	NA	NA	NA	NA	
		NRC - 1st		NA	NA	NA	\$713.50	NA	NA	NA	NA	NA	
		NRC - Add'l		NA	NA	NA	\$609.44	NA	NA	NA	NA	NA	
4-Wire HDSL Loop (Standard), per month			TBD	NA	NA	NA	\$9.70	NA	NA	NA	NA	NA	
		NRC - 1st		NA	NA	NA	\$748.93	NA	NA	NA	NA	NA	
		NRC - Add'l		NA	NA	NA	\$646.17	NA	NA	NA	NA	NA	
LOOP, INCLUDING NID													
2-Wire Analog VG Loop-SL1, per month													
		RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	\$15.88	NA	NA	
		RC - Zone 1, per month (Note 2)	TBD	\$15.24	\$13.75	\$14.21	\$14.79	\$14.96	\$15.58	TBD	\$18.48	\$15.92	
		RC - Zone 2, per month (Note 2)	TBD	\$24.75	\$20.13	\$16.41	\$27.68	\$25.69	\$20.65	TBD	\$27.87	\$20.79	
		RC - Zone 3, per month (Note 2)	TBD	\$44.85	\$44.40	\$26.08	\$47.78	\$52.47	\$29.51	TBD	\$36.91	\$27.18	
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$38.94	NA	NA	NA	
		NRC - 1st	UEAL2	\$59.03	\$80.00	\$42.54	NA	\$40.69	\$59.25	\$57.99	\$70.44	\$78.93	
		NRC - Add'l	UEAL2	\$43.14	\$55.00	\$31.33	NA	\$29.96	\$43.67	\$42.37	\$44.05	\$50.98	
		NRC - Disconnect Charge - 1st	UEAL2	\$15.21	NA	NA	NA	\$16.48	\$16.35	NA	NA	NA	

**BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES**

		NRC - Disconnect Charge - Add'l	UEAL2	\$3.22	NA	NA	NA	\$3.36	\$4.06	NA	NA	NA	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.22	NA	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
		2-Wire Analog VG Loop-SL2 w/loop or ground start signaling, per month											
		RC - Statewide, per month	UEAL2	NA	NA	NA	NA	NA	NA	\$19.50	NA	NA	
		RC - Zone 1, per month (Note 2)	TBD	\$17.95	\$13.75	\$16.84	\$17.27	\$17.65	\$18.35	TBD	\$21.57	\$15.92	
		RC - Zone 2, per month (Note 2)	TBD	\$29.16	\$20.13	\$19.45	\$32.32	\$30.32	\$24.33	TBD	\$32.53	\$20.79	
		RC - Zone 3, per month (Note 2)	TBD	\$52.84	\$44.40	\$30.92	\$55.78	\$61.93	\$34.77	TBD	\$43.08	\$27.18	
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$45.88	NA	NA	NA	
		NRC - 1st	UEAL2	\$145.46	\$140.00	\$104.17	NA	\$99.69	\$144.01	\$142.97	\$178.12	\$192.97	
		NRC - Add'l	UEAL2	\$108.40	\$42.00	\$78.10	NA	\$74.73	\$107.70	\$106.56	\$128.80	\$140.72	
		NRC - Disconnect Charge - 1st	UEAL2	\$40.31	NA	NA	NA	\$28.73	\$40.98	NA	NA	NA	
		NRC - Disconnect Charge - Add'l	UEAL2	\$26.01	NA	NA	NA	\$18.87	\$26.95	NA	NA	NA	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$26.95	NA	NA	NA	
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
		2-Wire Analog VG Loop-SL2 w/ reverse battery signaling, per month											
		RC - Statewide, per month	UEAR2	NA	NA	NA	NA	NA	NA	\$19.50	NA	NA	
		RC - Zone 1, per month (Note 2)	TBD	\$17.95	\$13.75	\$16.84	\$17.27	\$17.65	\$18.35	TBD	\$21.57	\$15.92	
		RC - Zone 2, per month (Note 2)	TBD	\$29.16	\$20.13	\$19.45	\$32.32	\$30.32	\$24.33	TBD	\$32.53	\$20.79	
		RC - Zone 3, per month (Note 2)	TBD	\$52.84	\$44.40	\$30.92	\$55.78	\$61.93	\$34.77	TBD	\$43.08	\$27.18	
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$45.88	NA	NA	NA	
		NRC - 1st	UEAR2	\$145.46	\$140.00	\$104.17	NA	\$99.69	\$144.01	\$142.97	\$178.12	\$192.97	
		NRC - Add'l	UEAR2	\$108.40	\$42.00	\$78.10	NA	\$74.73	\$107.70	\$106.56	\$128.80	\$140.72	
		NRC - Disconnect Charge - 1st	UEAR2	\$40.31	NA	NA	NA	\$28.73	\$40.98	NA	NA	NA	
		NRC - Disconnect Charge - Add'l	UEAR2	\$26.01	NA	NA	NA	\$18.87	\$26.95	NA	NA	NA	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$26.95	NA	NA	NA	
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOCL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
		4-Wire Analog VG Loop, per month											
		RC - Statewide, per month	UEAL4	NA	NA	NA	NA	NA	NA	\$27.49	NA	NA	
		RC - Zone 1, per month (Note 2)	TBD	\$24.01	\$24.26	\$22.26	NA	\$24.36	\$22.38	TBD	\$29.47	\$15.92	
		RC - Zone 2, per month (Note 2)	TBD	\$39.00	\$35.51	\$25.70	NA	\$41.85	\$29.67	TBD	\$44.44	\$20.79	
		RC - Zone 3, per month (Note 2)	TBD	\$70.67	\$78.35	\$40.85	NA	\$85.47	\$42.40	TBD	\$58.85	\$27.18	
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$55.96	NA	NA	NA	
		NRC - 1st	UEAL4	\$293.70	\$141.00	\$206.95	NA	\$198.10	\$289.06	\$288.47	\$383.39	\$58.50	
		NRC - Add'l	UEAL4	\$241.76	\$43.00	\$170.57	NA	\$163.26	\$238.19	\$237.45	\$286.77	\$31.00	
		NRC - Disconnect Charge - 1st	UEAL4	\$108.96	NA	NA	NA	\$74.27	\$108.14	NA	NA	NA	
		NRC - Disconnect Charge - Add'l	UEAL4	\$57.01	NA	NA	NA	\$39.44	\$57.28	NA	NA	NA	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.06	NA	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
		2-Wire ISDN Digital Grade Loop, per month											
		RC - Statewide, per month	U1L2X	NA	NA	NA	NA	NA	NA	\$24.98	NA	NA	
		RC - Zone 1, per month (Note 2)	TBD	\$23.23	\$32.34	\$21.89	\$23.66	\$21.15	\$21.86	TBD	\$26.68	\$15.92	
		RC - Zone 2, per month (Note 2)	TBD	\$37.74	\$47.35	\$25.27	\$44.28	\$36.22	\$28.97	TBD	\$40.24	\$20.79	
		RC - Zone 3, per month (Note 2)	TBD	\$68.38	\$104.47	\$40.17	\$76.42	\$74.19	\$41.40	TBD	\$53.29	\$27.18	
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$54.64	NA	NA	NA	
		NRC - 1st	U1L2X	\$331.85	\$306.00	\$233.38	NA	\$223.27	\$326.38	\$325.91	\$423.04	\$58.50	
		NRC - Add'l	U1L2X	\$255.87	\$283.00	\$180.35	NA	\$172.63	\$252.00	\$251.31	\$301.75	\$31.00	
		NRC - Disconnect Charge - 1st	U1L2X	\$108.95	NA	NA	NA	\$74.27	\$108.14	NA	NA	NA	
		NRC - Disconnect Charge - Add'l	U1L2X	\$57.01	NA	NA	NA	\$39.44	\$57.27	NA	NA	NA	

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	\$55.00	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
		2-Wire Universal Digital Carrier (UDC), statewide, per month	UDC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		Zone 1, per month	UDC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		Zone 2, per month	UDC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		Zone 3, per month	UDC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		Zone 4, per month	UDC	NA	NA	NA	NA	NA	TBN	NA	NA	NA	
		NRC - 1st	UDC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Add'l	UDC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - 1st	UDC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - Add'l	UDC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, includes manual service inquiry and facility reservation, statewide, per month											
		RC - Statewide, per month	UAL2X	NA	NA	NA	NA	NA	NA	\$14.60	NA	\$18.46	
		RC - Zone 1, per month (Note 2)	TBD	\$12.09	\$12.78	\$11.23	\$8.79	\$11.90	\$10.87	TBD	\$17.10	\$15.93	
		RC - Zone 2, per month (Note 2)	TBD	\$19.64	\$18.72	\$12.97	\$16.46	\$20.43	\$14.40	TBD	\$25.79	\$20.05	
		RC - Zone 3, per month (Note 2)	TBD	\$35.59	\$41.29	\$20.62	\$28.40	\$41.73	\$20.58	TBD	\$34.15	\$28.74	
		RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$27.16	NA	NA	NA	
		NRC - 1st	UAL2X	\$514.21	\$113.85	\$359.73	NA	\$343.13	\$504.82	\$504.90	\$600.61	\$640.79	
		NRC - Add'l	UAL2X	\$464.58	\$99.61	\$325.15	NA	\$310.03	\$456.24	\$456.17	\$507.33	\$541.94	
		NRC - Disconnect Charge - 1st	UAL2X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA	
		NRC - Disconnect Charge - Add'l	SOMAN	\$56.98	NA	NA	NA	\$39.42	\$57.25	\$26.94	NA	NA	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$12.76	\$44.42	NA	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
		2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, without manual service inquiry and facility reservation, statewide, per month	UAL2W	NA	NA	NA	NA	NA	NA	\$14.60	NA	\$18.46	
		Zone 1, per month	UAL2W	\$12.09	\$12.78	\$11.23	\$8.79	\$11.90	\$10.87	TBD	\$17.10	TBD	
		Zone 2, per month	UAL2W	\$19.64	\$18.72	\$12.97	\$16.46	\$20.43	\$14.40	TBD	\$25.79	TBD	
		Zone 3, per month	UAL2W	\$35.59	\$41.29	\$20.62	\$28.40	\$41.73	\$20.58	TBD	\$34.15	TBD	
		Zone 4, per month	UAL2W	NA	NA	NA	NA	NA	\$27.16	NA	NA	NA	
		NRC - 1st	UAL2W	\$375.21	\$113.85	\$220.73	\$574.50	\$204.13	\$365.82	\$365.90	\$461.60	\$501.79	
		NRC - Add'l	UAL2W	\$325.58	\$99.61	\$186.15	\$470.44	\$171.03	\$317.24	\$317.17	\$368.33	\$402.94	
		NRC - Disconnect Charge - 1st	UAL2W	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA	
		NRC - Disconnect Charge - Add'l	UAL2W	\$56.98	NA	NA	NA	\$39.42	\$57.25	\$26.94	NA	NA	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$12.76	\$44.42	NA	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	\$55.00	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
		2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, includes manual service inquiry and facility reservation, statewide, per month											
		RC - Statewide, per month	UHL2X	NA	NA	NA	NA	NA	NA	\$11.98	NA	\$13.46	
		RC - Zone 1, per month (Note 2)	UHL2X	\$9.41	\$9.80	\$7.88	\$6.29	\$8.97	\$8.50	TBD	\$12.21	\$11.62	
		RC - Zone 2, per month (Note 2)	UHL2X	\$15.29	\$14.35	\$9.09	\$11.78	\$15.41	\$11.26	TBD	\$18.41	\$14.62	
		RC - Zone 3, per month (Note 2)	UHL2X	\$27.70	\$31.65	\$14.46	\$20.33	\$31.48	\$16.10	TBD	\$24.39	\$20.96	

BELLSOUTH/LEVEL 3 RATES
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		RC - Zone 4, per month (Note 2)	UHL2X	NA	NA	NA	NA	NA	\$21.25	NA	NA	NA	
		NRC - 1st	UHL2X	\$514.21	\$113.85	\$359.73	NA	\$343.13	\$504.82	\$504.90	\$600.61	\$640.79	
		NRC - Add'l	UHL2X	\$464.58	\$99.61	\$325.15	NA	\$310.03	\$456.24	\$456.17	\$507.33	\$541.94	
		NRC - Disconnect Charge - 1st	UHL2X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA	
		NRC - Disconnect Charge - Add'l	UHL2X	\$56.98	NA	NA	NA	\$39.42	\$57.25	NA	NA	NA	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
		2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, without manual service inquiry and facility reservation, statewide, per month	UHL2W	NA	NA	NA	NA	NA	NA	\$11.98	NA	\$13.46	
		Zone 1, per month	UHL2W	\$9.41	\$9.80	\$7.88	\$6.29	\$8.97	\$8.50	TBD	\$12.21	TBD	
		Zone 2, per month	UHL2W	\$15.29	\$14.35	\$9.09	\$11.78	\$15.41	\$11.26	TBD	\$18.41	TBD	
		Zone 3, per month	UHL2W	\$27.70	\$31.65	\$14.48	\$20.33	\$31.48	\$16.10	TBD	\$24.39	TBD	
		Zone 4, per month	UHL2W	NA	NA	NA	NA	NA	\$21.25	NA	NA	NA	
		NRC - 1st	UHL2W	\$375.21	\$113.85	\$220.73	\$574.50	\$204.13	\$365.82	\$365.90	\$461.60	\$501.79	
		NRC - Add'l	UHL2W	\$325.58	\$99.61	\$186.15	\$470.44	\$171.03	\$317.24	\$317.17	\$368.33	\$402.94	
		NRC - Disconnect Charge - 1st	UHL2W	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA	
		NRC - Disconnect Charge - Add'l	UHL2W	\$56.98	NA	NA	NA	\$39.42	\$57.25	NA	NA	NA	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	\$55.00	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
		4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, includes manual service inquiry and facility reservation, per month, statewide											
		RC - Statewide, per month	UHL4X	NA	NA	NA	NA	NA	NA	\$13.97	NA	\$17.91	
		RC - Zone 1, per month (Note 2)	UHL4X	\$11.52	\$14.75	\$10.39	\$7.68	\$12.97	\$10.36	TBD	\$16.21	\$15.46	
		RC - Zone 2, per month (Note 2)	UHL4X	\$18.71	\$21.59	\$12.00	\$14.38	\$21.76	\$13.73	TBD	\$24.45	\$19.46	
		RC - Zone 3, per month (Note 2)	UHL4X	\$33.90	\$47.64	\$19.07	\$24.82	\$44.44	\$19.62	TBD	\$32.38	\$27.88	
		RC - Zone 4, per month (Note 2)	UHL4X	NA	NA	NA	NA	NA	\$25.90	NA	NA	NA	
		NRC - 1st	UHL4X	\$541.13	\$116.91	\$378.86	NA	\$361.45	\$531.21	\$531.35	\$625.11	\$666.70	
		NRC - Add'l	UHL4X	\$491.50	\$101.71	\$344.28	NA	\$328.35	\$482.63	\$482.62	\$532.78	\$568.86	
		NRC - Disconnect Charge - 1st	UHL4X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA	
		NRC - Disconnect Charge - Add'l	UHL4X	\$56.98	NA	NA	NA	\$39.42	\$57.25	NA	NA	NA	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.06	NA	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
		4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, without manual service inquiry and facility reservation, per month, statewide	UHL4W	NA	NA	NA	NA	NA	NA	\$13.97	NA	\$17.91	
		Zone 1, per month	UHL4W	\$11.52	\$14.75	\$10.39	\$7.68	\$12.67	\$10.36	TBD	\$16.21	TBD	
		Zone 2, per month	UHL4W	\$18.71	\$21.59	\$12.00	\$14.38	\$21.76	\$13.73	TBD	\$24.45	TBD	
		Zone 3, per month	UHL4W	\$33.90	\$47.64	\$19.07	\$24.82	\$44.44	\$19.62	TBD	\$32.38	TBD	
		Zone 4, per month	UHL4W	NA	NA	NA	NA	NA	\$25.90	NA	NA	NA	
		NRC - 1st	UHL4W	\$402.13	\$116.91	\$239.86	\$609.93	\$222.45	\$392.21	\$392.35	\$486.11	\$527.70	
		NRC - Add'l	UHL4W	\$352.50	\$101.71	\$205.28	\$507.17	\$189.35	\$343.63	\$343.62	\$393.78	\$429.86	
		NRC - Disconnect Charge - 1st	UHL4W	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA	
		NRC - Disconnect Charge - Add'l	UHL4W	\$56.98	NA	NA	NA	\$39.42	\$57.25	NA	NA	NA	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.06	NA	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
		NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	\$55.00	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	

BELLSOUTH/LEVEL 3 RATES
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4-Wire DS1 Digital Loop, per month												
	RC - Statewide, per month	USLXX	NA	NA	NA	NA	NA	NA	\$62.78	NA	TBD	
	RC - Zone 1, per month (Note 2)	USLXX	\$51.74	\$64.69	\$55.53	\$50.26	\$56.32	\$50.99	TBD	\$59.61	TBD	
	RC - Zone 2, per month (Note 2)	USLXX	\$84.05	\$94.71	\$64.13	\$94.06	\$96.73	\$67.58	TBD	\$89.90	TBD	
	RC - Zone 3, per month (Note 2)	USLXX	\$152.29	\$208.93	\$101.93	\$162.34	\$197.57	\$96.58	TBD	\$119.06	TBD	
	RC - Zone 4, per month (Note 2)	USLXX	NA	NA	NA	NA	NA	\$127.47	NA	NA	NA	
	NRC - 1st	USLXX	\$610.13	\$540.00	\$429.98	\$849.80	\$410.38	\$599.09	\$714.84	\$715.77	TBD	
	NRC - Add'l	USLXX	\$380.26	\$465.00	\$268.18	\$523.27	\$255.48	\$373.90	\$421.47	\$421.50	TBD	
	NRC - Disconnect Charge - 1st	USLXX	\$134.77	NA	NA	NA	\$92.35	\$133.53	NA	NA	NA	
	NRC - Disconnect Charge - Add'l	USLXX	\$55.97	NA	NA	NA	\$38.44	\$56.25	NA	NA	NA	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$43.77	NA	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$49.18	\$55.00	\$34.52	\$55.00	\$33.05	\$48.17	\$45.34	\$48.47	NA	
4-Wire 56 Kbps Dig Grade Loop, per month												
	RC - Statewide, per month	UDL56	NA	NA	NA	NA	NA	NA	\$32.67	NA	\$42.23	
	RC - Zone 1, per month (Note 2)	UDL56	\$27.33	\$39.08	\$25.75	NA	\$27.50	\$25.61	TBD	\$34.26	\$36.45	
	RC - Zone 2, per month (Note 2)	UDL56	\$44.40	\$57.21	\$29.74	NA	\$47.24	\$33.94	TBD	\$51.67	\$45.87	
	RC - Zone 3, per month (Note 2)	UDL56	\$80.45	\$126.22	\$47.27	NA	\$96.48	\$48.51	TBD	\$68.43	\$65.75	
	RC - Zone 4, per month (Note 2)	UDL56	NA	NA	NA	NA	NA	\$64.02	NA	NA	NA	
	NRC - 1st	UDL56	\$498.05	\$654.72	\$348.55	NA	\$333.28	\$489.00	\$489.04	\$602.73	\$643.00	
	NRC - Add'l	UDL56	\$343.70	\$428.45	\$241.20	NA	\$230.50	\$337.93	\$337.51	\$393.50	\$421.26	
	NRC - Disconnect Charge - 1st	UDL56	\$129.62	NA	NA	NA	\$87.99	\$128.36	NA	\$44.06	NA	
	NRC - Disconnect Charge - Add'l	UDL56	\$64.25	NA	NA	NA	\$44.24	\$64.35	NA	\$13.55	NA	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	NA	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	NA	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
4-Wire 64 Kbps Dig Grade Loop, per month												
	RC - Statewide, per month	UDL64	NA	NA	NA	NA	NA	NA	\$32.67	\$41.70	\$42.23	
	RC - Zone 1, per month (Note 2)	UDL64	\$27.33	\$39.08	\$25.75	NA	\$27.50	\$25.61	TBD	\$34.26	\$36.45	
	RC - Zone 2, per month (Note 2)	UDL64	\$44.40	\$57.21	\$29.74	NA	\$47.24	\$33.94	TBD	\$51.67	\$45.87	
	RC - Zone 3, per month (Note 2)	UDL64	\$80.45	\$126.22	\$47.27	NA	\$96.48	\$48.51	TBD	\$68.43	\$65.75	
	RC - Zone 4, per month (Note 2)	UDL64	NA	NA	NA	NA	NA	\$64.02	NA	NA	NA	
	NRC - 1st	UDL64	\$498.05	\$654.72	\$348.55	NA	\$333.28	\$489.00	\$489.04	\$602.73	\$643.00	
	NRC - Add'l	UDL64	\$343.70	\$428.45	\$241.20	NA	\$230.50	\$337.93	\$337.51	\$393.50	\$421.26	
	NRC - Disconnect Charge - 1st	UDL64	\$129.62	NA	NA	NA	\$87.99	\$128.36	NA	\$44.06	NA	
	NRC - Disconnect Charge - Add'l	UDL64	\$64.25	NA	NA	NA	\$44.24	\$64.35	NA	\$13.55	NA	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	NA	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	NA	
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	
2-Wire Unbundled Copper Loop/Short (less than or equal to 18kft), includes manual service inquiry and facility reservation, per month, statewide *												
	RC - Statewide, per month	UCLPB	\$15.11	\$18.00	\$13.97	\$11.89	\$21.00	NA	\$19.00	\$20.81	\$12.16	
	RC - Zone 1, per month (Note 2)	UCLPB	TBD	\$18.60	\$19.80	TBD	\$18.80	\$16.85	TBD	\$18.90	\$19.85	
	RC - Zone 2, per month (Note 2)	UCLPB	TBD	\$27.23	\$22.86	TBD	\$25.85	\$22.34	TBD	\$28.50	\$24.98	
	RC - Zone 3, per month (Note 2)	UCLPB	TBD	\$60.07	\$36.34	TBD	\$39.14	\$31.92	TBD	\$37.75	\$35.81	
	RC - Zone 4, per month (Note 2)	UCLPB	NA	NA	NA	NA	NA	\$42.13	NA	NA	NA	
	NRC - 1st	UCLPB	\$514.21	\$340.00	\$395.16	\$713.50	\$340.00	\$504.82	\$450.00	\$600.61	\$270.01	
	NRC - Add'l	UCLPB	\$464.58	\$300.00	\$217.39	\$609.44	\$300.00	\$456.24	\$390.00	\$507.33	\$234.63	
	NRC - Disconnect Charge - 1st	UCLPB	TBD	TBD	\$142.27	NA	\$72.54	\$105.86	NA	NA	\$74.54	
	NRC - Disconnect Charge - Add'l	UCLPB	TBD	TBD	\$37.86	NA	\$39.42	\$57.25	NA	NA	\$39.14	
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$47.00	\$47.00	\$18.94	\$47.00	\$18.14	\$25.52	\$47.00	\$47.00	NA	
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$21.00	\$21.00	\$8.42	\$21.00	\$8.06	\$11.34	\$21.00	\$25.52	NA	

BELLSOUTH/LEVEL 3 RATES
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		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	\$142.27	\$17.77	\$11.41	\$16.06	NA	\$21.00	NA	
		NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	\$37.86	\$17.77	\$11.41	\$16.06	NA	\$21.00	NA	
		NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	\$16.00	\$16.00	\$36.46	NA	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29	
		2-Wire Unbundled Copper Loop/Short (less than or equal to 18kft), <u>without</u> manual service inquiry and facility reservation, per month, statewide	UCLPW	NA	NA	NA	NA	NA	NA	\$19.00	NA	\$12.16	
		Zone 1, per month	UCLPW	TBD	\$18.60	\$11.90	TBD	TBD	\$16.85	TBD	TBD	TBD	
		Zone 2, per month	UCLPW	TBD	\$27.23	\$13.74	TBD	TBD	\$22.34	TBD	TBD	TBD	
		Zone 3, per month	UCLPW	TBD	\$60.07	\$21.83	TBD	TBD	\$31.92	TBD	TBD	TBD	
		Zone 4, per month	UCLPW	NA	NA	NA	NA	NA	\$42.13	NA	NA	NA	
		NRC - 1st	UCLPW	\$375.21	\$201.00	\$154.13	\$574.50	\$201.00	\$365.82	\$311.00	\$461.61	\$131.01	
		NRC - Add'l	UCLPW	\$325.58	\$161.00	\$139.75	\$470.44	\$161.00	\$317.24	\$251.00	\$368.33	\$95.63	
		NRC - Disconnect Charge - 1st	UCLPW	TBD	TBD	\$140.73	NA	\$72.54	\$105.86	NA	NA	\$74.54	
		NRC - Disconnect Charge - Add'l	UCLPW	TBD	TBD	\$37.45	NA	\$39.42	\$57.25	NA	NA	\$39.14	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$47.00	\$47.00	NA	\$47.00	\$18.14	\$25.52	\$47.00	\$47.00	NA	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$21.00	\$21.00	NA	\$21.00	\$8.06	\$11.34	\$21.00	\$25.52	NA	
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	\$17.77	\$11.41	\$16.06	NA	\$21.00	NA	
		NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	NA	\$17.77	\$11.41	\$16.06	NA	\$21.00	NA	
		NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	\$16.00	\$16.00	\$36.46	NA	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29	
		2-Wire Unbundled Copper Loop/Long (greater than 18kft), <u>includes</u> manual service inquiry and facility reservation, per month, statewide											
		RC - Statewide, per month	UCL2L	\$40.00	\$35.00	\$41.61	\$40.00	\$37.00	\$45.00	\$35.00	\$40.00	\$35.00	
		RC - Zone 1, per month (Note 2)	UCL2L	TBD	\$18.60	\$19.80	TBD	\$18.80	\$16.85	TBD	\$18.90	\$19.85	
		RC - Zone 2, per month (Note 2)	UCL2L	TBD	\$27.23	\$22.86	TBD	\$25.85	\$22.34	TBD	\$28.50	\$24.98	
		RC - Zone 3, per month (Note 2)	UCL2L	TBD	\$60.07	\$36.34	TBD	\$39.14	\$31.92	TBD	\$37.75	\$35.81	
		RC - Zone 4, per month (Note 2)	UCL2L	NA	NA	NA	NA	NA	\$42.13	NA	NA	NA	
		NRC - 1st	UCL2L	\$514.21	\$340.00	\$395.16	\$713.50	\$340.00	\$504.82	\$450.00	\$600.61	\$270.01	
		NRC - Add'l	UCL2L	\$464.58	\$300.00	\$217.39	\$609.44	\$300.00	\$456.24	\$390.00	\$507.33	\$234.63	
		NRC - Disconnect Charge - 1st	UCL2L	NA	NA	\$142.27	NA	\$72.54	\$105.86	NA	NA	\$74.54	
		NRC - Disconnect Charge - Add'l	UCL2L	NA	NA	\$37.86	NA	\$39.42	\$57.25	NA	NA	\$39.14	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$47.00	\$47.00	\$18.94	\$47.00	\$18.14	\$25.52	\$47.00	\$47.00	NA	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$21.00	\$21.00	\$8.42	\$21.00	\$8.06	\$11.34	\$21.00	\$25.52	NA	
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	\$142.27	\$17.77	\$11.41	\$16.06	NA	\$21.00	NA	
		NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	\$37.86	\$17.77	\$11.41	\$16.06	NA	\$21.00	NA	
		NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	\$16.00	\$16.00	\$36.46	NA	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29	
		2-Wire Unbundled Copper Loop/Long (greater than 18kft), <u>without</u> manual service inquiry and facility reservation, per month, statewide	UCL2W	\$40.00	\$35.00	\$37.00	\$40.00	\$37.00	\$45.00	\$35.00	\$40.00	\$35.00	
		Zone 1, per month	UCL2W	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
		Zone 2, per month	UCL2W	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
		Zone 3, per month	UCL2W	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
		Zone 4, per month	UCL2W	NA	NA	NA	NA	NA	NA	NA	NA	NA	
		NRC - 1st	UCL2W	\$375.21	\$201.00	\$154.13	\$574.50	\$201.00	\$365.82	\$311.00	\$461.61	\$131.01	
		NRC - Add'l	UCL2W	\$325.58	\$161.00	\$139.75	\$470.44	\$161.00	\$317.24	\$251.00	\$368.33	\$95.63	
		NRC - Disconnect Charge - 1st	UCL2W	NA	NA	TBD	NA	\$72.54	\$105.86	NA	NA	\$74.54	
		NRC - Disconnect Charge - Add'l	UCL2W	NA	NA	TBD	NA	\$39.42	\$57.25	NA	NA	\$39.14	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$47.00	\$47.00	TBD	\$47.00	\$18.14	\$25.52	\$47.00	\$47.00	NA	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$21.00	\$21.00	TBD	\$21.00	\$8.06	\$11.34	\$21.00	\$25.52	NA	
		NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	TBD	\$17.77	\$11.41	\$16.06	NA	\$21.00	NA	
		NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	TBD	\$17.77	\$11.41	\$16.06	NA	\$21.00	NA	
		NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	\$16.00	\$16.00	36.46	NA	\$32.77	\$45.27	\$16.00	\$45.43	\$34.29	

BELLSOUTH/LEVEL 3 RATES
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4-Wire Unbundled Copper Loop/Short (less than or equal to 18kft), <u>includes</u> manual service inquiry and facility reservation, per month, statewide *				UCL4S	TBD	TBD	\$19.34	TBD	TBD	TBD	TBD	TBD	
			Zone 1, per month	UCL4S	TBD	TBD	\$16.65	TBD	TBD	TBD	TBD	TBD	
			Zone 2, per month	UCL4S	TBD	TBD	\$19.22	TBD	TBD	TBD	TBD	TBD	
			Zone 3, per month	UCL4S	TBD	TBD	\$30.55	TBD	TBD	TBD	TBD	TBD	
			Zone 4, per month	UCL4S	NA	NA	NA	NA	NA	TBD	NA	NA	
			NRC - 1st	UCL4S	TBD	TBD	\$353.80	TBD	TBD	TBD	TBD	TBD	
			NRC - Add'l	UCL4S	TBD	TBD	\$162.61	TBD	TBD	TBD	TBD	TBD	
			NRC - Disconnect Charge - 1st	UCL4S	TBD	TBD	\$156.25	TBD	TBD	TBD	TBD	TBD	
			NRC - Disconnect Charge - Add'l	UCL4S	TBD	TBD	\$41.96	TBD	TBD	TBD	TBD	TBD	
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	TBD	NA	TBD	TBD	TBD	TBD	TBD	
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	TBD	NA	TBD	TBD	TBD	TBD	TBD	
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	TBD	NA	TBD	TBD	TBD	TBD	TBD	
			NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	TBD	\$36.46	TBD	TBD	TBD	TBD	TBD	
4-Wire Unbundled Copper Loop/Short (less than or equal to 18kft), <u>without</u> manual service inquiry and facility reservation, per month, statewide				UCL4W	TBD	TBD	\$19.34	TBD	TBD	TBD	TBD	TBD	
			Zone 1, per month	UCL4W	TBD	TBD	\$16.65	TBD	TBD	TBD	TBD	TBD	
			Zone 2, per month	UCL4W	TBD	TBD	\$19.22	TBD	TBD	TBD	TBD	TBD	
			Zone 3, per month	UCL4W	TBD	TBD	\$30.55	TBD	TBD	TBD	TBD	TBD	
			Zone 4, per month	UCL4W	NA	NA	NA	NA	NA	NA	NA	NA	
			NRC - 1st	UCL4W	TBD	TBD	\$214.80	TBD	TBD	TBD	TBD	TBD	
			NRC - Add'l	UCL4W	TBD	TBD	\$162.61	TBD	TBD	TBD	TBD	TBD	
			NRC - Disconnect Charge - 1st	UCL4W	TBD	TBD	\$156.25	TBD	TBD	TBD	TBD	TBD	
			NRC - Disconnect Charge - Add'l	UCL4W	TBD	TBD	\$41.96	TBD	TBD	TBD	TBD	TBD	
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	TBD	NA	TBD	TBD	TBD	TBD	TBD	
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	TBD	NA	TBD	TBD	TBD	TBD	TBD	
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	TBD	NA	TBD	TBD	TBD	TBD	TBD	
			NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	TBD	\$36.46	TBD	TBD	TBD	TBD	TBD	
4-Wire Unbundled Copper Loop/Long (greater than 18kft), <u>includes</u> manual service inquiry and reservation, per month, statewide				UCL4L	TBD	TBD	\$55.86	TBD	TBD	TBD	TBD	TBD	
			Zone 1, per month	UCL4L	TBD	TBD	\$47.56	TBD	TBD	TBD	TBD	TBD	
			Zone 2, per month	UCL4L	TBD	TBD	\$54.92	TBD	TBD	TBD	TBD	TBD	
			Zone 3, per month	UCL4L	TBD	TBD	\$87.30	TBD	TBD	TBD	TBD	TBD	
			Zone 4, per month	UCL4L	NA	NA	NA	NA	NA	TBN	NA	NA	
			NRC - 1st	UCL4L	TBD	TBD	\$397.06	TBD	TBD	TBD	TBD	TBD	
			NRC - Add'l	UCL4L	TBD	TBD	\$227.88	TBD	TBD	TBD	TBD	TBD	
			NRC - Disconnect Charge - 1st	UCL4L	TBD	TBD	\$156.25	TBD	TBD	TBD	TBD	TBD	
			NRC - Disconnect Charge - Add'l	UCL4L	TBD	TBD	\$41.96	TBD	TBD	TBD	TBD	TBD	
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	TBD	NA	TBD	TBD	TBD	TBD	TBD	
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	TBD	NA	TBD	TBD	TBD	TBD	TBD	
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	TBD	NA	TBD	TBD	TBD	TBD	TBD	
			NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	TBD	\$36.46	TBD	TBD	TBD	TBD	TBD	
4-Wire Unbundled Copper Loop/Long (greater than 18kft), <u>without</u> manual service inquiry and facility reservation, per month, statewide				UCL4O	TBD	TBD	\$55.86	TBD	TBD	TBD	TBD	TBD	
			Zone 1, per month	UCL4O	TBD	TBD	\$47.56	TBD	TBD	TBD	TBD	TBD	
			Zone 2, per month	UCL4O	TBD	TBD	\$54.92	TBD	TBD	TBD	TBD	TBD	
			Zone 3, per month	UCL4O	TBD	TBD	\$87.30	TBD	TBD	TBD	TBD	TBD	
			Zone 4, per month	UCL4O	NA	NA	NA	NA	NA	TBN	NA	NA	
			NRC - 1st	UCL4O	TBD	TBD	\$397.06	TBD	TBD	TBD	TBD	TBD	
			NRC - Add'l	UCL4O	TBD	TBD	\$227.88	TBD	TBD	TBD	TBD	TBD	
			NRC - Disconnect Charge - 1st	UCL4O	TBD	TBD	\$156.25	TBD	TBD	TBD	TBD	TBD	
			NRC - Disconnect Charge - Add'l	UCL4O	TBD	TBD	\$41.96	TBD	TBD	TBD	TBD	TBD	
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBD	TBD	NA	TBD	TBD	TBD	TBD	TBD	

BELLSOUTH/LEVEL 3 RATES
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		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBD	TBD	NA	TBD	TBD	TBD	TBD	TBD	TBD	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBD	TBD	NA	TBD	TBD	TBD	TBD	TBD	TBD	
		NRC - Incremental Charge - Manual Order Coordination - per loop	UCLMC	TBD	TBD	\$36.46	TBD	TBD	TBD	TBD	TBD	TBD	
		DS3 Local Loop											
		DS3 Unbundled Local Loop - per mile	1L5ND	\$10.85	\$11.97	\$8.90	\$43.69	\$11.26	\$54.39	\$11.40	\$15.53	\$30.53	
		DS3 Unbundled Local Loop- per Facility Termination	UE3PX	\$419.65	\$407.58	\$390.34	\$436.95	\$439.59	\$427.81	\$413.09	\$421.60	\$400.21	
		NRC - Facility Termination - 1st	UE3PX	\$640.54	\$910.45	\$639.50	\$1,091.00	\$594.70	\$975.22	\$757.25	\$735.42	\$726.16	
		NRC - Facility Termination - Add'l	UE3PX	\$426.82	\$532.19	\$426.40	\$661.23	\$396.54	\$549.17	\$534.95	\$519.31	\$411.64	
		NRC - Facility Termination - Disconnect - 1st	UE3PX	\$121.72	\$223.20	\$122.31	NA	\$102.16	\$134.07	NA	NA	\$103.36	
		NRC - Facility Termination - Disconnect - Add'l	UE3PX	\$118.54	\$156.12	\$119.14	NA	\$99.46	\$130.59	NA	NA	\$100.59	
		NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99	
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA	
		NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
		NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA	
		NRC - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$68.62	\$55.00	\$54.26	NA	
		NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$68.62	\$55.00	\$54.26	NA	
		NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	NA	NA	NA	
		NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	NA	NA	NA	
		STS-1 Local Loop											
		STS-1 Unbundled Local Loop - per mile	1L5ND	\$10.85	\$11.97	\$8.90	\$43.69	\$11.29	\$54.39	\$11.40	\$15.53	\$30.53	
		STS-1 Unbundled Local Loop- per Facility Termination	UDLS1	\$434.31	\$449.40	\$390.34	\$436.95	\$454.28	\$427.81	\$428.93	\$431.32	\$400.21	
		NRC - STS-1 - Facility Termination - 1st	UDLS1	\$640.54	\$910.45	\$639.50	\$1,091	\$594.71	\$975.22	\$757.25	\$735.42	\$726.16	
		NRC - STS-1 - Facility Termination - Add'l	UDLS1	\$426.82	\$532.19	\$426.40	\$661.23	\$396.54	\$549.17	\$534.95	\$519.31	\$411.64	
		NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	\$121.72	\$223.20	\$122.31	NA	\$113.75	\$134.07	NA	NA	\$103.36	
		NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	\$118.54	\$156.12	\$119.14	NA	\$110.80	\$130.59	NA	NA	\$100.59	
		NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99	
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA	
		NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
		NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA	
		NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$68.62	\$55.00	\$54.26	NA	
		NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$68.62	\$55.00	\$54.26	NA	
		NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$28.59	NA	NA	NA	
		NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$28.59	NA	NA	NA	
		OC3- Local Loop											
		Local Loop - OC3 - per Mile	TBD	\$8.23	\$9.08	\$6.75	\$33.15	\$29.58	\$41.27	\$24.69	\$11.78	\$23.16	
		Local Loop - OC3 - per Facility Termination	TBD	\$691.33	\$651.40	\$630.21	\$713.29	\$753.65	\$689.68	\$611.36	\$701.71	\$620.20	
		NRC - OC3 - Facility Termination - 1st	TBD	\$949.63	\$974.02	\$947.69	\$1,543	\$1,025	\$1,427	\$1,411	\$1,044	\$1,050	
		NRC - OC3 - Facility Termination - Add'l	TBD	\$413.38	\$412.05	\$413.00	\$661.23	\$402.63	\$549.17	\$542.73	\$505.88	\$411.64	
		NRC - OC3 - Facility Termination - Disconnect - 1st	TBD	\$121.72	\$112.44	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36	
		NRC - OC3 - Facility Termination - Disconnect - Add'l	TBD	\$118.54	\$109.19	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59	
		NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99	
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA	
		NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
		NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA	
		NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$68.62	\$69.34	\$54.26	NA	
		NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$68.62	\$69.34	\$54.26	NA	
		NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA	
		NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA	
		OC -12 Local Loop											
		Local Loop - OC12 - per Mile	TBD	\$10.13	\$11.18	\$8.31	\$40.80	\$36.40	\$50.79	\$30.38	\$14.50	\$28.51	
		Local Loop - OC12 - per Facility Termination	TBD	\$2,557	\$2,068	\$2,109.00	\$2,457	\$2,571	\$2,371	\$2,122	\$2,663	\$2,079	
		NRC - OC12 - Facility Termination - 1st	TBD	\$1,165	\$1,193	\$1,162.00	\$1,858	\$1,245	\$1,742	\$1,722	\$1,259	\$1,276	
		NRC - OC12 - Facility Termination - Add'l	TBD	\$413.38	\$412.05	\$413.00	\$661.23	\$402.63	\$549.17	\$542.73	\$505.88	\$411.64	
		NRC - OC12 - Facility Termination - Disconnect - 1st	TBD	\$121.72	\$112.44	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36	
		NRC - OC12 - Facility Termination - Disconnect - Add'l	TBD	\$118.54	\$109.19	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59	
		NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99	

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		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA	
		NRC - Electronic Svc Order, per LSR	SOME	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
		NRC - Electronic Svc Order, per LSR disconnect	SOME	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA	
		NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$68.62	\$69.34	\$54.26	NA	
		NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$68.62	\$69.34	\$54.26	NA	
		NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA	
		NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA	
		OC - 48 Local Loop											
		Local Loop - OC48 - per Mile	TBD	\$33.22	\$36.67	\$27.25	\$133.84	\$119.40	\$166.59	\$120.02	\$47.57	\$93.50	
		Local Loop - OC48 - per Facility Termination	TBD	\$1,713	\$1,699	\$1,598.00	\$2,129	\$2,268	\$1,753	\$1,677	\$1,733	\$1,832	
		Local Loop - OC12 interface on OC48 Facility	TBD	\$736.71	\$592.09	\$594.80	\$725.77	\$723.29	\$667.00	\$582.66	\$773.40	\$570.54	
		NRC - OC48 - Facility Termination - 1st	TBD	\$1,165	\$1,193	\$1,162.00	\$1,858	\$1,245	\$1,742	\$1,722	\$1,259	\$1,276	
		NRC - OC48 - Facility Termination - Add'l	TBD	\$413.38	\$412.05	\$413.00	\$661.23	\$402.63	\$549.17	\$542.73	\$505.88	\$411.64	
		NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	\$121.72	\$472.77	\$539.36	\$844.21	\$532.13	\$729.04	\$720.81	\$635.04	\$544.55	
		NRC - OC48 - Interface OC12 on OC48 - Add'l	TBD	\$118.54	\$329.91	\$317.38	\$516.89	\$304.90	\$404.94	\$400.38	\$410.02	\$311.39	
		NRC - OC48 - Facility Termination - Disconnect - 1st	TBD	\$121.72	\$108.95	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36	
		NRC - OC48 - Facility Termination - Disconnect - Add'l	TBD	\$118.54	\$106.01	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59	
		NRC - OC48- Interface OC12 on OC48 - Disconnect - 1st	TBD	\$121.72	\$108.95	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36	
		NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBD	\$118.54	\$106.01	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59	
		NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99	
		NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA	
		NRC - Electronic Svc Order, per LSR	SOME	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
		NRC - Electronic Svc Order, per LSR disconnect	SOME	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA	
		NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	\$19.03	NA	\$37.55	NA	\$20.94	\$28.59	\$29.76	NA	NA	
		NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	\$19.03	NA	\$37.55	NA	\$20.94	\$28.59	\$29.76	NA	NA	
		NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	\$19.03	NA	\$37.55	NA	\$20.94	\$28.59	\$29.76	NA	NA	
		NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	\$19.03	NA	\$37.55	NA	\$20.94	\$28.59	\$29.76	NA	NA	
		NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	\$38.48	NA	\$18.03	\$93.12	\$50.25	\$68.62	\$69.34	\$54.26	NA	
		NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	\$38.48	NA	\$18.03	\$93.12	\$50.25	\$68.62	\$69.34	\$54.26	NA	
		NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order	SOMAN	\$38.48	NA	\$18.03	\$93.12	\$50.25	\$68.62	\$69.34	NA	NA	
		NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order	SOMAN	\$38.48	NA	\$18.03	\$93.12	\$50.25	\$68.62	\$69.34	NA	NA	
		Unbundled Loop Modification											
		NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops less than or equal to 18kft	ULM2L	\$80.55	\$80.55	\$69.28	\$80.55	\$80.55	\$80.55	\$80.55	\$80.55	\$80.55	
		NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft 1st	ULM2G	\$880.00	\$880.00	\$757.04	\$880.00	\$880.00	\$880.00	\$880.00	\$880.00	\$880.00	
		NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft Add'l	ULM2G	\$27.30	\$27.30	\$23.49	\$27.30	\$27.30	\$27.30	\$27.30	\$27.30	\$27.30	
		NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops less than or equal to 18kft	ULM4G	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft 1st	ULM4L	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft Add'l	ULM4L	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Bridge Tap Removal per pair unloaded	ULMBT	\$121.14	\$121.14	\$79.99	\$121.14	\$121.14	\$121.14	\$121.14	\$121.14	\$121.14	
		UNBUNDLED SUB-LOOPS											
		SUB-LOOP DISTRIBUTION											
		Cross-Box Set-Up											
		NRC - Set-Up per Cross Box location in the field - CLEC Feeder Facility set-up	USBSA	TBN	TBN	\$421.08	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Set-Up per Cross Box location in the field - per 25 pair panel set-up	USBSB	TBN	TBN	\$67.10	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up	USBSC	TBN	TBN	\$394.74	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up	USBSD	TBN	TBN	\$154.57	TBN	TBN	TBN	TBN	TBN	TBN	

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

Loop Distribution per 2-Wire Analog VG Sub-Loop, per month				USBN2	TBN	TBN	\$9.12	\$10.83	TBN	TBN	TBN	TBN	TBN	
			NRC - 1st	USBN2	TBN	TBN	\$207.01	\$459.85	TBN	TBN	TBN	TBN	TBN	
			NRC - Add'l	USBN2	TBN	TBN	\$171.32	\$352.89	TBN	TBN	TBN	TBN	TBN	
			NRC - Disconnect Charge - 1st	USBN2	TBN	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Disconnect Charge - Add'l	USBN2	TBN	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	\$18.94	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	\$8.42	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBD	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBN	\$34.22	TBN	TBN	TBN	TBN	TBN	TBN	
Loop Distribution per 4-Wire Analog VG Sub-Loop, per month				USBN4	TBN	TBN	\$8.32	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - 1st	USBN4	TBN	TBN	\$219.35	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Add'l	USBN4	TBN	TBN	\$72.99	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Disconnect Charge - 1st	USBN4	TBN	TBN	\$123.72	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Disconnect Charge - Add'l	USBN4	TBN	TBN	\$28.77	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBN	\$34.22	TBN	TBN	TBN	TBN	TBN	TBN	
Loop Distribution per 2 Wire Unbundled Copper Sub-Loop, per month				UCS2X	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - 1st	UCS2X	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Add'l	UCS2X	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Disconnect Charge - 1st	UCS2X	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Disconnect Charge - Add'l	UCS2X	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
Loop Distribution per 4 Wire Unbundled Copper Sub-Loop, per month				UCS4X	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - 1st	UCS4X	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Add'l	UCS4X	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Disconnect Charge - 1st	UCS4X	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Disconnect Charge - Add'l	UCS4X	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
Sub-Loop-Intrabuilding Network Cable (INC) (a.k.a., riser cable), 2W analog, per m				USBR2	TBN	TBN	\$1.61	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - 1st	USBR2	TBN	TBN	\$137.03	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Add'l	USBR2	TBN	TBN	\$41.59	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Disconnect Charge - 1st	USBR2	TBN	TBN	\$115.85	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Disconnect Charge - Add'l	USBR2	TBN	TBN	\$19.17	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBN	\$34.22	TBN	TBN	TBN	TBN	TBN	TBN	
Sub-Loop-Intrabuilding Network Cable (a.k.a.,riser cable), 4W analog, per month				USBR4	TBN	TBN	\$2.96	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - 1st	USBR4	TBN	TBN	\$176.46	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Add'l	USBR4	TBN	TBN	\$55.11	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Disconnect Charge - 1st	USBR4	TBN	TBN	\$122.17	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Disconnect Charge - Add'l	USBR4	TBN	TBN	\$19.57	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	
			NRC - Incremental Charge - Manual Order Coordination - per loop	USBMC	TBN	TBN	\$34.22	TBN	TBN	TBN	TBN	TBN	TBN	
SUB-LOOP FEEDER														

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		Cross-Box Set-Up											
		NRC - DS0 Set-Up per Cross Box location - CLEC Distribution Facility set-up	USBFW	TBN	TBN	\$421.08	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - DS0 Set-Up per Cross Box location - per 25 pair panel set-up	USBFX	TBN	TBN	\$67.10	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - DS1 Set-Up per Cross Box location - CLEC Distribution Facility set-up	USBFY	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - DS1 Set-Up per Cross Box location - per pair panel set-up	USBFZ	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		2-Wire Analog VG Ground-Start Unbundled Sub-Loop Feeder, per month	USBFA	TBN	TBN	\$8.58	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - 1st	USBFA	TBN	TBN	\$206.44	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Add'l	USBFA	TBN	TBN	\$170.05	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - 1st	USBFA	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - Add'l	USBFA	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	\$18.94	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	\$8.42	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	\$34.22	TBN	TBN	TBN	TBN	TBN	TBN	
		2-Wire Analog VG Loop-Start Unbundled Sub-Loop Feeder, per month	USBFB	TBN	TBN	\$8.58	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - 1st	USBFB	TBN	TBN	\$206.44	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Add'l	USBFB	TBN	TBN	\$170.05	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - 1st	USBFB	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - Add'l	USBFB	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	\$18.94	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	\$8.42	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	\$34.22	TBN	TBN	TBN	TBN	TBN	TBN	
		2-Wire Analog VG Reverse Battery Unbundled Sub-Loop Feeder, per month	USBFC	TBN	TBN	\$8.58	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - 1st	USBFC	TBN	TBN	\$206.44	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Add'l	USBFC	TBN	TBN	\$170.05	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - 1st	USBFC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - Add'l	USBFC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	\$18.94	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	\$8.42	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	\$34.22	TBN	TBN	TBN	TBN	TBN	TBN	
		4-Wire Analog VG Ground-Start Unbundled Sub-Loop Feeder, per month	USBFD	TBN	TBN	\$19.91	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - 1st	USBFD	TBN	TBN	\$243.41	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Add'l	USBFD	TBN	TBN	\$81.32	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - 1st	USBFD	TBN	TBN	\$134.77	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - Add'l	USBFD	TBN	TBN	\$33.93	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	\$34.22	TBN	TBN	TBN	TBN	TBN	TBN	
		4-Wire Analog VG Loop-Start Unbundled Sub-Loop Feeder, per month	USBFE	TBN	TBN	\$19.91	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - 1st	USBFE	TBN	TBN	\$243.41	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Add'l	USBFE	TBN	TBN	\$81.32	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - 1st	USBFE	TBN	TBN	\$134.77	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - Add'l	USBFE	TBN	TBN	\$33.93	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	\$34.22	TBN	TBN	TBN	TBN	TBN	TBN	
		2-Wire ISDN Unbundled Sub-Loop Feeder, per month	USBFF	TBN	TBN	\$17.73	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - 1st	USBFF	TBN	TBN	\$208.50	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Add'l	USBFF	TBN	TBN	\$62.31	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - 1st	USBFF	TBN	TBN	\$119.68	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - Add'l	USBFF	TBN	TBN	\$29.58	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	\$34.22	TBN	TBN	TBN	TBN	TBN	TBN	
		4-Wire DSI Unbundled Sub-Loop Feeder, per month	USBFG	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - 1st	USBFG	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Add'l	USBFG	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - 1st	USBFG	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - Add'l	USBFG	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		2-Wire Copper Unbundled Sub-Loop Feeder, per month	USBFH	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - 1st	USBFH	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Add'l	USBFH	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - 1st	USBFH	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - Add'l	USBFH	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		4-Wire Copper Unbundled Sub-Loop Feeder, per month	USBFJ	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - 1st	USBFJ	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Add'l	USBFJ	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - 1st	USBFJ	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - Add'l	USBFJ	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		4-Wire 2.4 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFK	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - 1st	USBFK	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Add'l	USBFK	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - 1st	USBFK	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - Add'l	USBFK	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		4-Wire 4.8 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFL	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - 1st	USBFL	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Add'l	USBFL	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - 1st	USBFL	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		NRC - Disconnect Charge - Add'l	USBFL	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		4-Wire 9.6 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFM	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - 1st	USBFM	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Add'l	USBFM	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - 1st	USBFM	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - Add'l	USBFM	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		4-Wire 19.2 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - 1st	USBFN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Add'l	USBFN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - 1st	USBFN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - Add'l	USBFN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		4-Wire 56 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFO	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - 1st	USBFO	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Add'l	USBFO	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - 1st	USBFO	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - Add'l	USBFO	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		4-Wire 64 KBPS Digital Unbundled Sub-Loop Feeder, per month	USBFP	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - 1st	USBFP	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Add'l	USBFP	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - 1st	USBFP	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge - Add'l	USBFP	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		Unbundled Sub-Loop Modification											
		NRC - Load Coil/Equipment Removal per 2 Wire pair	ULM2X	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Load Coil/Equipment Removal per 4 Wire pair	ULM4X	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Bridge Tap Removal per pair unloaded	ULMBT	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		Unbundled Network Terminating Wire, per pair, per month	UENPP	TBN	TBN	\$1.37	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - UNTW Pair, per pair	UENPP	TBN	TBN	\$2.48	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Disconnect Charge, per pair	UENPP	TBN	TBN	\$1.74	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN	TBN	

Attach 2 - NIDS-LOOPS

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

		NRC 1st	UCTCO	\$367.70	\$372.32	\$366.72	\$132.18	\$368.54	\$367.80	\$367.04	\$369.13	\$367.41	
		NRC Add'l	UCTCO	\$132.03	\$133.69	\$130.63	\$132.18	\$132.33	\$132.07	\$131.79	\$132.54	\$131.92	
		Channel Interface - 2 Wire Voice - Loop Start , per month	TBD	\$2.55	\$2.66	\$2.44	\$2.79	\$2.91	\$2.77	\$0.89	\$2.69	\$2.58	
		NRC 1st	TBD	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.73	\$35.91	\$35.74	
		NRC Add'l	TBD	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.49	\$35.71	\$35.54	
		Channel Interface - 2 Wire ISDN, per month	ULCC1	\$10.19	\$10.67	\$9.76	\$11.18	\$11.66	\$11.10	\$9.95	\$10.76	\$10.30	
		NRC 1st	ULCC1	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.71	\$35.91	\$35.74	
		NRC Add'l	ULCC1	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.51	\$35.71	\$35.54	
		Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	\$15.15	\$15.85	\$14.51	\$16.62	\$17.33	\$16.46	\$14.80	\$16.01	\$15.32	
		NRC 1st	TBD	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.71	\$35.91	\$35.74	
		NRC Add'l	TBD	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.51	\$35.71	\$35.54	
		Channel Interface - 4 Wire Voice, per month	ULCC4	\$9.04	\$9.44	\$8.65	\$9.91	\$10.34	\$9.83	\$8.82	\$9.55	\$9.13	
		NRC 1st	ULCC4	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.71	\$35.91	\$35.74	
		NRC Add'l	ULCC4	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.51	\$35.71	\$35.54	
		Test Circuit, per month	UCTTC	\$44.16	\$46.14	\$42.30	\$48.43	\$50.53	\$47.85	\$43.13	\$46.66	\$44.65	
		NRC 1st	UCTTC	\$35.77	\$36.23	\$35.68	\$35.82	\$35.86	\$35.78	\$35.71	\$35.91	\$35.74	
		NRC Add'l	UCTTC	\$35.55	\$36.02	\$35.48	\$35.62	\$35.66	\$35.37	\$35.51	\$35.71	\$35.54	
		Channel Interface - Digital 56Kbps, per month	ULCC5	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC 1st	ULCC5	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC Add'l	ULCC5	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		Channel Interface - Digital 64Kbps, per month	ULCC6	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC 1st	ULCC6	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		NRC Add'l	ULCC6	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	
		LINE SHARING											
		System Splitter - 96 Line Capacity											
		RC - Per month	USLDA	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	
		NRC - 1st	USLDA	\$150.00	\$150.00	\$150.00	\$300.00	\$150.00	\$300.00	\$300.00	\$300.00	\$150.00	
		NRC - Addl	USLDA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		NRC - Disconnect	USLDA	\$150.00	\$150.00	\$150.00	NA	\$150.00	NA	NA	NA	\$150.00	
		System Splitter - 24 Line Capacity											
		RC - Per month	USLDB	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	
		NRC - 1st	USLDB	\$150.00	\$150.00	\$150.00	\$300.00	\$150.00	\$300.00	\$300.00	\$300.00	\$150.00	
		NRC - Addl	USLDB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		NRC - Disconnect	USLDB	\$150.00	\$150.00	\$150.00	NA	\$150.00	NA	NA	NA	\$150.00	
		Loop Capacity, Line Activation Per Occurrence											
		RC - Per Month	USLDC	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	
		NRC - 1st	USLDC	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	
		NRC - Addl	USLDC	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	
		Subsequent Activity - Per Occurrence											
		NRC - 1st	ULSDS	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	
		NRC - Addl	ULSDS	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	
		* Rates subject to true-up											

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL EXCHANGE SWITCHING (PORTS)										
2-Wire Analog Line Port (Res., Bus.), per month										
2- wire voice unbundled port - residence	UEPRL	\$2.07	2.00 - Note 1	1.85 - Note 1	2.61 - Note 1	\$2.20	\$2.11	\$2.19	\$2.35	1.90 - Note 1
2-wire voice unbundled port with caller ID - residence	UEPRC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled port outgoing only - residence	UEPRO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$2.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	\$2.35	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									
2-wire voice unbundled port without Caller ID	UEPBL	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled outgoing only port	UEPBO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled area plus port with Caller ID	UEPBM	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled incoming only port with Caller ID	UEPB1	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	\$2.35	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									
Non-Recurring Charges (NRC) - 1st (Residence)										
2- wire voice unbundled port - residence	UEPRL	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$21.60	\$24.98	BST GSST A4.3.1
2-wire voice unbundled port with caller ID - residence	UEPRC	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
2-wire voice unbundled port outgoing only - residence	UEPRO	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$38.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Res Low Usage Line Port with Caller+E563 ID (LUM)	UEPAP	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
	NRC - Add'l (Residence)										
	2- wire voice unbundled port - residence -	UEPRL	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$21.60	\$24.98	BST GSST A4.3.1
	2-wire voice unbundled port with caller ID - residence	UEPRC	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
	2-wire voice unbundled port outgoing only - residence	UEPRO	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
	2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
	2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$15.00	NA	NA	NA	NA	NA	NA	NA
	2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
	2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
	2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
	2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
	NRC - 1st (Business)										
	2-wire Voice Unbundled Port without Caller ID	UEPBL	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$21.60	\$24.98	BST GSST A4.3.1
	2-wire voice unbundled port with Caller ID	UEPBC	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
	2-wire voice unbundled outgoing only port	UEPBO	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
	2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
	2-wire voice unbundled Incoming only Port with Caller ID	UEPB1	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
	2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
	2-wire voice unbundled SC Bus Area Calling Port with Caller ID+E587 (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
		2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
		2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
												BST GSST A4.3.1
		NRC - Add'l (Business)	UEPBL	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
		2-wire voice unbundled port without Caller ID	UEPBL	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$21.60	\$24.98	BST GSST A4.3.1
		2-wire voice unbundled port with Caller ID	UEPBC	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
		2-wire voice unbundled outgoing only port	UEPBO	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
		2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
		2-wire voice unbundled incoming only port with Caller ID	UEPB1	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
		2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
		2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
		2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
		2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
		2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
		NRC - Disconnect Charge - 1st										
		2-wire voice unbundled port - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
		2-wire voice unbundled port with caller ID - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
		2-wire voice unbundled port outgoing only - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
		2-wire voice unbundled area plus port with caller ID - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
		2-wire voice unbundled Florida area calling with caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
		2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
		2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)		NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)		NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)		NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
		2-wire voice unbundled port without Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
		2-wire voice unbundled port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
		2-wire voice unbundled outgoing only Port		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
		2-wire voice unbundled Area Plus Port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled Incoming only Port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundles SC Bus Area Calling Port with Caller ID (LMB)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-Way Collierville and Memphis Local Calling Port (B2F)		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l										
2- wire voice unbundled port - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port with caller ID - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port outgoing only - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled area plus port with caller ID - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled Florida area calling with caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)		NA	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port without Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port with Caler ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled outgoing only port		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled Area Plus Port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled incoming only port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$10.39	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$1.44	NA	NA	NA	NA	NA	NA	NA	NA
All available features, per month	UEPVF	\$5.55	NA	NA	NA	\$8.28	\$6.75	NA	\$6.29	NA
NRC - 1st (all types)		\$24.72	NA	NA	NA	NA	\$21.42	NA	\$36.24	NA
NRC - Add'l (all types)		\$24.72	NA	NA	NA	NA	\$21.42	NA	\$36.24	NA
NRC - Disconnect Charge - 1st		\$18.41	NA	NA	NA	NA	\$19.68	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - Disconnect Charge - Add'l		\$18.41	NA	NA	NA	NA	\$19.68	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	NA	NA	NA	\$25.52	NA	\$44.42	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	NA	NA	NA	\$11.34	NA	\$14.63	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	NA	\$16.06	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$1.44	NA	NA	NA	NA	NA	NA	NA	NA
Three available feature, per month		UEPVF	NA	NA	NA	NA	\$8.28	\$3.31	NA	\$3.03	NA
	NRC - 1st (all types)		NA	NA	NA	NA	NA	\$3.06	NA	\$4.53	NA
	NRC - Add'l (all types)		NA	NA	NA	NA	NA	\$3.06	NA	\$4.53	NA
	NRC - Disconnect Charge - 1st		NA	NA	NA	NA	NA	\$8.20	NA	NA	NA
	NRC - Disconnect Charge - Add'l		NA	NA	NA	NA	NA	\$8.20	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	\$44.42	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.34	NA	\$14.63	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	\$16.06	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-Wire Analog VG Port, per month		UEP4A	NA	\$9.14	\$8.47	NA	\$10.13	\$9.60	\$8.69	\$2.28	NA
	NRC - 1st	UEP4A	NA	\$5.86	\$17.16	NA	\$16.43	\$22.98	\$21.69	\$3.50	NA
	NRC - Add'l	UEP4A	NA	\$5.86	\$17.16	NA	\$16.43	\$22.98	\$21.69	\$3.50	NA
	NRC - Disconnect Charge - 1st	BFR	NA	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	NRC - Disconnect Charge - Add'l	BFR	NA	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	\$18.14	\$25.52	\$26.85	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	\$8.06	\$11.34	\$12.67	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$8.94	\$16.06	NA	NA	NA
2-Wire DID Port, per month		UEPP2	\$12.08	TBD	\$11.35	NA	\$13.12	\$14.63	\$12.36	\$12.08	\$12.68
	NRC - 1st	UEPP2	\$50.00	TBD	\$61.91	NA	\$59.28	\$83.09	\$81.84	\$50.00	BST GSST A4.3.1
	NRC - Add'l	UEPP2	\$18.00	TBD	\$61.91	NA	\$59.28	\$83.09	\$81.84	\$50.00	BST GSST A4.3.1
	NRC - Disconnect Charge - 1st	UEPP2	NA	NA	NA	NA	\$9.20	\$13.48	NA	NA	NA
	NRC - Disconnect Charge - Add'l	UEPP2	NA	NA	NA	NA	\$9.20	\$13.48	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$10.39	\$16.07	NA	NA	NA
4-Wire DS1 Port w/DID capability, per month		UEPDD	\$130.23	\$125.00	\$120.80	NA	\$149.27	\$146.46	\$123.65	\$130.23	\$120.00
	NRC - 1st	UEPDD	\$50.00	\$112.00	\$89.44	NA	\$85.63	\$117.81	\$116.59	\$60.00	To be negotiated
	NRC - Add'l	UEPDD	\$18.00	\$91.00	\$52.46	NA	\$50.23	\$71.18	\$69.92	\$60.00	To be negotiated
	NRC - Disconnect Charge - 1st	UEPDD	NA	NA	NA	NA	\$8.82	\$12.94	NA	NA	NA
	NRC - Disconnect Charge - Add'l	UEPDD	NA	NA	NA	NA	\$8.82	\$12.94	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$10.39	\$16.06	NA	NA	NA
2-Wire ISDN Port(2) (3), per month		U1PMA	\$16.42	\$13.00	\$13.47	\$12.33	\$23.33	\$51.91	\$24.50	\$33.74	\$1.90
	NRC - 1st	U1PMA	\$63.24	\$88.00	\$47.37	\$90.48	\$45.35	\$63.59	\$62.29	\$65.79	BST GSST A4.3.1
	NRC - Add'l	U1PMA	\$63.24	\$66.00	\$47.37	\$84.53	\$45.35	\$63.59	\$62.29	\$65.79	BST GSST A4.3.1
	NRC - Disconnect Charge - 1st	U1PMA	\$5.69	NA	NA	NA	\$4.31	\$7.04	NA	NA	NA
	NRC - Disconnect Charge - Add'l	U1PMA	\$5.69	NA	NA	NA	\$4.31	\$7.04	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$56.19	NA	\$39.98	NA	\$38.29	\$53.87	\$55.30	\$67.52	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$56.19	NA	\$39.98	NA	\$38.29	\$53.87	\$55.30	\$67.52	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$12.97	NA	NA	NA	\$6.65	\$11.34	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$12.97	NA	NA	NA	\$6.65	\$11.34	NA	NA	NA
	NRC - User Profile per B Channel (4)	U1UMA	NA	NA	NA	\$5.61	NA	NA	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-Wire ISDN Port(2) (3) including all available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$38.68	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$106.40	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$106.40	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA
2-Wire ISDN Port(2) (3) including three available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$36.01	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$70.32	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$70.32	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$67.52	NA
4-Wire ISDN DS1 Port, per month	UEPEX	\$186.02	NA	\$163.16	NA	\$194.72	\$213.21	\$179.75	\$214.79	\$308.00
NRC - 1st	UEPEX	\$244.85	NA	\$186.80	NA	\$181.89	\$244.12	\$241.63	\$278.37	To be negotiated
NRC - Add'l	UEPEX	\$244.85	NA	\$186.80	NA	\$181.89	\$244.12	\$241.63	\$278.37	To be negotiated
NRC - Disconnect Charge - 1st	UEPEX	\$51.19	NA	NA	NA	\$27.11	\$53.32	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPEX	\$51.19	NA	NA	NA	\$27.11	\$53.32	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$54.75	NA	\$37.88	NA	\$33.18	\$51.03	\$53.89	\$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$54.75	NA	\$37.88	NA	\$33.18	\$51.03	\$53.89	\$65.48	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$11.53	NA	NA	NA	\$7.73	\$8.51	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$11.53	NA	NA	NA	\$7.73	\$8.51	NA	NA	NA
4-Wire ISDN DS1 Port including all available features, per month	UEPEX	NA	NA	NA	\$275.48	NA	NA	NA	\$251.00	NA
NRC - 1st	UEPEX	NA	NA	NA	\$181.27	NA	NA	NA	\$311.73	NA
NRC - Add'l	UEPEX	NA	NA	NA	\$116.42	NA	NA	NA	\$311.73	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$65.48	NA
2-Wire Analog Line Port (PBX), per month										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.18	\$2.35	\$1.90
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	\$2.07	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
		2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	\$2.11	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	\$2.11	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
		2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	\$2.35	NA
		2-WIRE VOICE UNBUNDLED PBX COLLIERVERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
		2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
		UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX									
		LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
		NRC - 1st	UEPPC	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
		2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$21.60	\$24.36	NA
		LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
		LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
		LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
		LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
		TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
		TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
		2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	\$21.93	NA	NA	NA	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
		2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
		2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
		2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
		2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	\$24.36	NA
		2-WIRE VOICE UNBUNDLED PBX COLLIERVERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	NA
		NRC - Add'l										
		2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$21.60	\$24.36	NA
		LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
		LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
		LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
		LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
		TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
		TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
		2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	\$21.93	NA	NA	NA	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
		2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	NA
		2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	\$37.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	\$38.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	\$39.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	URPXM	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT	UEPXS	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		\$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT		NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX COLLIERVERVILLE & MEMPHIS CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Disconnect Charge - Add'l										
	2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		\$6.21	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT		NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINIATRATIVE CALLING PORTTENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT		NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT		NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBXMEASURED PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED PBX COLLIERVERVILLE & MEMPHIS CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$41.86	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$14.46	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$8.94	\$16.06	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$0.48	NA	NA	NA	NA	NA	NA	NA	NA
	2-Wire Analog Line Port (PBX) including all available features, per month	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$8.67	NA
	NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$60.60	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$60.60	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$14.46	NA
2-Wire Analog Line Port (PBX) including three available features, per month	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$5.38	NA
NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$28.89	NA
NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$28.89	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$14.46	NA
2-Wire Analog Hunting, per line per month	HTGUX	See features	NA	NA	\$0.29	NA	See features	NA	See features	NA
NRC - 1st	HTGUX	See features	NA	NA	\$2.14	NA	See features	NA	See features	NA
NRC - Add'l	HTGUX	See features	NA	NA	\$2.14	NA	See features	NA	See features	NA
Coin Port, per month		\$2.34	NA	\$2.05	\$3.04	\$2.50	\$2.32	NA	\$2.77	\$1.90
NRC - 1st		\$21.93	NA	\$17.16	\$40.71	\$16.43	\$22.98	NA	\$24.75	BST GSST A4.3.1
NRC - Add'l		\$21.93	NA	\$17.16	\$40.71	\$16.43	\$22.98	NA	\$24.75	BST GSST A4.3.1
NRC - Disconnect Charge - 1st		\$5.21	NA	NA	NA	\$4.15	\$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l		\$5.21	NA	NA	NA	\$4.15	\$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$43.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$14.57	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$16.33	NA	NA	NA	\$9.86	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$0.48	NA	NA	NA	NA	NA	NA	NA	NA
4-Wire Coin Port, per month		NA	NA	NA	NA	NA	NA	\$2.59	NA	NA
NRC - 1st		NA	NA	NA	NA	NA	NA	\$21.60	NA	NA
NRC - Add'l		NA	NA	NA	NA	NA	NA	\$21.60	NA	NA
NRC - Disconnect Charge - 1st		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st		NA	NA	NA	NA	NA	NA	\$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l		NA	NA	NA	NA	NA	NA	\$12.76	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA
VERTICAL FEATURES										
Local Switching Features offered with Port, Per month	N/A	NA	No add'l charge	NA	No add'l charge	\$8.28	NA	NA	See above	NA
Three-Way Calling, per month		\$1.12	NA	NA	NA	NA	\$1.32	\$0.89	\$1.10	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Customer Changeable Speed Calling, per month		\$0.08	NA	NA	NA	NA	\$0.0755	\$0.17	\$0.1247	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Waiting		\$0.03	NA	NA	NA	NA	\$0.033	\$0.09	\$0.0665	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Remote Activation of Call Forwarding, per month		\$0.18	NA	NA	NA	NA	\$0.4859	\$0.85	\$0.3743	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Cancel Call Waiting, per month		\$0.01	NA	NA	NA	NA	\$0.0082	\$0.01	\$0.0099	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Automatic Callback, per month		\$0.29	NA	NA	NA	NA	\$0.9977	\$0.66	\$0.8015	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Automatic Recall, per month		\$0.28	NA	NA	NA	NA	\$0.3164	\$0.29	\$0.3102	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Calling Number Delivery, per month		\$0.22	NA	NA	NA	NA	\$0.1817	\$0.33	\$0.3272	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Calling Number Delivery Blocking, per month		\$1.17	NA	NA	NA	NA	\$0.9913	\$0.02	\$0.3684	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Customer Originated Trace, per month		\$0.14	NA	NA	NA	NA	\$0.1918	\$0.14	\$0.1402	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Selective Call Rejection, per month		\$0.13	NA	NA	NA	NA	\$0.1721	\$0.13	\$0.1528	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Selective Call Forwarding, per month		\$0.05	NA	NA	NA	NA	\$0.1050	\$0.28	\$0.1287	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Selective Call Acceptance, per month		\$0.29	NA	NA	NA	NA	\$0.4010	\$0.33	\$0.3283	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Multiline Hunt Service (Rotary)										
Service per line, (in addition to port) , per month		\$0.11	NA	NA	NA	NA	\$0.1271	\$0.14	\$0.1301	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Forwarding Variable, per month		\$0.05	NA	NA	NA	NA	\$0.0474	\$0.10	\$0.0768	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Forwarding Busy Line, per month		\$0.03	NA	NA	NA	NA	\$0.0279	\$0.08	\$0.0603	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Forwarding Don't Answer All Calls, per month		\$0.03	NA	NA	NA	NA	\$0.0308	\$0.09	\$0.0655	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Remote Call Forwarding, per month		\$1.36	NA	NA	NA	NA	\$1.47	\$0.95	\$1.41	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Transfer, per month		\$0.12	NA	NA	NA	NA	\$0.1404	\$0.14	\$0.1392	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Hold, per month		\$0.03	NA	NA	NA	NA	\$0.0190	\$0.15	\$0.0677	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Toll Restricted Service, per month		\$0.04	NA	NA	NA	NA	\$0.0387	\$0.10	\$0.0743	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Message Waiting Indicator – Stutter Dial Tone, per month		\$0.03	NA	NA	NA	NA	\$0.0356	\$0.03	\$0.0318	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Anonymous Call Rejection, per month		\$0.93	NA	NA	NA	NA	\$0.9519	\$1.29	\$1.13	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Shared Call Appearances of a DN, per month		\$0.41	NA	NA	NA	NA	\$0.5015	\$0.29	\$0.3513	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Multiple Call Appearances, per month		\$0.09	NA	NA	NA	NA	\$0.0932	\$0.07	\$0.0891	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
ISDN Bridged Call Exclusion, per month		\$0.00	NA	NA	NA	NA	\$0.0013	\$0.0011	\$0.0013	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call by Call Access, per month		\$28.29	NA	NA	NA	NA	\$50.89	\$19.83	\$0.3621	NA
NRC		\$28.94	NA	NA	NA	NA	\$28.61	\$33.33	\$33.36	NA
NRC - Disconnect		\$5.22	NA	NA	NA	NA	\$5.16	NA	NA	NA
Privacy Release, per month		\$0.01	NA	NA	NA	NA	\$0.0030	\$0.0041	\$0.0116	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Multi Appearance Directory Number Calls, per month		\$0.10	NA	NA	NA	NA	\$0.1115	\$0.13	\$0.1048	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Make Set Busy, per month		\$0.01	NA	NA	NA	NA	\$0.0013	\$0.0020	\$0.0101	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Teen Service (Res. Dist. Alerting Service), per month		\$0.15	NA	NA	NA	NA	\$0.1071	\$0.26	\$0.2149	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Code Restriction and Diversion, per month		\$0.04	NA	NA	NA	NA	\$0.0464	\$0.09	\$0.0708	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Park, per month		\$0.04	NA	NA	NA	NA	\$0.0443	\$0.09	\$0.0694	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Automatic Line, per month		\$0.09	NA	NA	NA	NA	\$0.1111	\$0.14	\$0.1179	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
2-WIRE ISDN BRI FEATURES										
Shared Primary Number-First Appr On Each Add'l Terminal	DS1FJ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Secondary Only Dn (Shared/Non-Shared) First Appearance	LLDSF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Shared Secondary Only Dn-First Appr On Each Add'l Term	DS1F1	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Shared Non-ISDN DN	DOE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Privacy Release	DS1FU	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Manual Exclusion	DS1FM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable-Voice Or Voice/Data	LLNCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable – Data	LLOCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable – Feature Button – Voice	GJXCF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable – Feature Button – Data	LLPCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line – Voice Or Voice/Data	LLQCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line – Data	LLRCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Frwdng Busy Line–Prgrmmbl–Voice Or Voice/Data	M6AVA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line – Programmable - Data	M6ADF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer – Voice Or Voice/Data	LLSCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer – Data	LLUCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwdng Don't Answer–Prgrmmble Voice Or Voice/Data	M6BVA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer – Programmable - Data	M6BDF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Frwdng Multiple Simultaneous – Voice Or Voice/Data	M6CV5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Multiple Simultaneous – Data	M6CD5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Conference, Drop, Hold And Transfer	DS1FN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Six-Way Conference, Drop, Hold And Transfer	LLY6P	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Multi-Line Hunt Group – Voice Or Voice/Data	HTG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Multi-Line Hunt Group – Data	HTGSD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Speed Calling	LLZSU	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Visual Message Waiting Indicator	LLAVP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Audible Message Waiting Indicator	MWW	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Call Appearance, PDN Or DN	DS1FG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Tracing	NST	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Return	NSS	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Preferred Call Forwarding	NCE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Block	NSY	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Repeat Dialing	NSQ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Agencies/Law Enforcement	NOB	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For General Public	NOBPC	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub, And Non-Listed Customer	NOBPP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNR	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Return Denial Of, Per Activation	BCR	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Repeat Dialing, Denial Of, Per Activation	BRD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Automatic Line/Direct Connect	M6GN9	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Make Set Busy	M6MPD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Selective Call Acceptance	M6K16	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Park/Call Retrieve	M6HP6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Transfer System Exception	M6QTD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Make Set Busy – Intragroup	M6MGD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
All Customized Code Restrictions	CREX+	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Listings	CLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Listing No Rate	FLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Cross Reference Listing	LLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-Pub Listing No Rate	NP3	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-List Listing	NLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-List Listing No Rate	NLE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Alternate Call Listing	FNA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Manual Service Order Charge	SOMAN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
All Selective Class Of Call Screening	SRG++	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
ISDN Message Waiting Indication-Lamp, per month		\$0.01	NA	NA	NA	NA	\$0.0105	\$0.0107	\$0.0138	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
ISDN Feature Function Buttons		NA	NA	NA	NA	NA	NA	NA		
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Subsequent Ordering Charge – (per order, per line)		NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic - 1st		\$2.88	NA	NA	NA	NA	\$2.84	\$5.42	\$1.36	NA
NRC - Electronic - Add'l		\$0.96	NA	NA	NA	NA	\$0.95	\$0.95	\$0.71	NA
NRC - Manual - 1st		\$4.80	NA	NA	NA	NA	\$4.73	\$1.89	\$7.35	NA
NRC - Manual - Add'l		\$0.96	NA	NA	NA	NA	\$0.95	NA	\$0.95	NA
NRC - Disconnect		\$2.88	NA	NA	NA	NA	\$2.84	NA	NA	NA
End Office Switching (Port Usage)										
End Office Switching Function, per mou	N/A	\$0.0018	\$0.0175	\$0.0016333	\$0.002562	\$0.0021	\$0.0023771	\$0.0017000	\$0.0019295	\$0.0019
End Office Switching Function, add'l mou (5)	N/A	NA	\$0.005	NA	NA	NA	NA	NA	NA	NA
End Office Interoffice Trunk Port—Shared, per mou	N/A	\$0.0002	NA	\$0.0001564	NA	\$0.0002	\$0.0001927	NA	\$0.0002581	NA
Tandem Switching (Port Usage) (Local or Access Tandem)										
Tandem Switching Function per mou	N/A	\$0.00063	\$0.00029	\$0.0006757	\$0.001096	\$0.0008	\$0.0007834	\$0.0009	\$0.0006843	\$0.000676
Tandem Interoffice Trunk Port - Shared per mou			NA	\$0.0002126	NA	\$0.0003	\$0.0002834	NA	\$0.0004034	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NOTES:												
	1	Port rate includes all available features.										
	2	Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.										
	3	Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.										
	4	This rate element is for those states which have a specific rate for User Profile per B Channel.										
	5	This rate element is for use in those states with a different rate for additional minutes of use.										

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
INTEROFFICE TRANSPORT										
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	N/A	\$0.00001	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083	\$0.0000091	\$0.00001	\$0.0000121	\$0.00004
Common (Shared) Transport Facilities Termination per mou	N/A	\$0.00045	\$0.0005	\$0.0004152	\$0.000426	\$0.00047	\$0.0004281	\$0.00034	\$0.0004672	\$0.00036
Interoffice Channel - Dedicated Transport - VG										
Interoffice Transport - Dedicated - 2-wire VG										
2-Wire VG - per mile per month	1L5XX	\$0.03	\$0.0100	\$0.02	\$0.03	\$0.04	\$0.03	\$0.03	\$0.04	\$0.02
2-Wire VG - Facility Termination per month	U1TV2	\$18.49	\$26.72	\$17.07	\$27.66	\$19.10	\$21.33	\$18.01	\$21.42	\$18.33
NRC - 2-wire VG - Facility Termination -1st	U1TV2	\$107.11	\$81.73	\$79.61	\$142.31	\$76.20	\$106.72	\$137.48	\$136.44	\$55.39
NRC - 2-wire VG - Facility Termination - Add'l	U1TV2	\$48.27	\$55.26	\$36.08	\$56.21	\$34.54	\$48.83	\$52.58	\$51.37	\$17.37
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	U1TV2	\$37.16	\$31.26	NA	NA	\$28.03	\$38.05	NA	NA	\$27.96
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TV2	\$5.88	\$12.88	NA	NA	\$5.37	\$7.23	NA	NA	\$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEK	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEK	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$27.57	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Interoffice Transport - Dedicated - 4-wire VG										
4-Wire VG - per mile per month	1L5XX	NA	\$0.0100	NA	NA	NA	NA	NA	NA	NA
4-Wire VG - Facility Termination per month	U1TV4	NA	\$23.82	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination -1st	U1TV4	NA	\$81.73	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination - Add'l	U1TV4	NA	\$55.26	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG -Facility Termination - Disconnect Charge -1st	U1TV4	NA	\$31.26	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TV4	NA	\$12.88	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEK	NA	\$2.77	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEK	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS										
DS0 - per mile per month	1L5XX	\$0.03	\$0.0100	\$0.02	\$0.03	\$0.04	\$0.03	\$0.03	\$0.04	\$0.17
DS0 - Facility Termination per month	U1TD6	\$17.81	\$19.46	\$16.45	\$26.95	\$18.37	\$20.64	\$17.40	\$20.71	\$17.74
NRC - DS0 - Facility Termination - 1st	U1TD6	\$107.11	\$81.74	\$79.61	\$142.31	\$76.20	\$106.72	\$137.48	\$136.44	\$55.39
NRC - DS0 - Facility Termination - Add'l	U1TD6	\$48.27	\$55.26	\$36.08	\$56.21	\$34.54	\$48.83	\$52.58	\$51.37	\$17.37
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	U1TD6	\$37.16	\$31.26	NA	NA	\$28.03	\$38.05	NA	NA	\$27.96
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	U1TD6	\$5.88	\$12.88	NA	NA	\$5.37	\$7.23	NA	NA	\$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEK	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEK	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS1										
DS1 - per mile per month	1L5XX	\$0.69	\$0.2035	\$0.31	\$0.45	\$0.78	\$0.66	\$0.5753	\$0.76	\$0.35
DS1 - Facility Termination per month	U1TF1	\$79.69	\$93.31	\$63.39	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$75.83

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - DS1-Facility Termination - 1st	U1TF1	\$198.15	\$179.99	\$147.07	\$298.18	\$140.49	\$196.28	\$217.17	\$216.27	\$145.98
NRC - DS1 - Facility Termination - Add'l	U1TF1	\$148.18	\$164.95	\$111.75	\$231.23	\$106.69	\$147.31	\$163.75	\$162.70	\$109.85
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	U1TF1	\$25.44	\$30.54	NA	NA	\$20.00	\$26.56	NA	NA	\$19.55
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	U1TF1	\$20.42	\$26.97	NA	NA	\$16.34	\$21.61	NA	NA	\$14.99
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.31	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS3										
DS3 - per mile per month	1L5XX	\$4.98	\$4.25	\$2.72	\$12.06	\$6.78	\$15.02	\$12.98	\$8.13	\$6.88
DS3 -Facility Termination per month	U1TF3	\$898.15	\$1,130	\$788.00	\$1,112.02	\$1,025.00	\$744.38	\$720.38	\$967.70	\$840.61
NRC - DS3 - Facility Termination -1st	U1TF3	\$511.77	\$562.06	\$511.10	\$858.75	\$475.31	\$686.74	\$794.94	\$606.72	\$723.44
NRC - DS3 - Facility Termination - Add'l	U1TF3	\$330.92	\$328.16	\$330.77	\$524.95	\$307.62	\$477.76	\$579.55	\$423.45	\$409.58
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	U1TF3	\$121.72	\$112.44	\$122.31	NA	\$113.75	\$125.56	NA	NA	\$154.26
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	U1TF3	\$118.54	\$109.19	\$119.14	NA	\$110.80	\$118.79	NA	NA	\$130.74
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$64.97	\$91.26	\$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$64.97	\$91.26	\$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$27.08	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$27.08	NA	NA	NA
Interoffice Transport - Dedicated - STS-1										
STS-1 - per mile per month	1L5XX	\$4.98	\$10.25	\$2.75	\$12.06	\$6.78	\$13.48	\$6.29	\$8.13	\$6.88
STS-1 -Facility Termination per month	U1TS1	\$895.41	\$966.49	\$783.63	\$1,088.67	\$1,000.00	\$692.52	\$800.94	\$967.58	\$838.65
NRC - STS-1 - Facility Termination -1st	U1TS1	\$511.77	\$868.23	\$511.10	\$858.75	\$475.31	\$858.15	\$624.86	\$606.72	\$858.26
NRC - STS-1 - Facility Termination - Add'l	U1TS1	\$330.92	\$530.74	\$449.91	\$524.94	\$307.62	\$524.58	\$436.36	\$423.45	\$525.25
NRC - STS-1 - Facility Termination - Disconnect Charge - 1st	U1TS1	\$121.72	\$112.44	\$122.31	NA	\$113.75	\$125.56	NA	NA	\$154.26
NRC - STS-1 - Facility Termination - Disconnect Charge - Add'l	U1TS1	\$118.54	\$109.19	\$119.14	NA	\$110.80	\$118.79	NA	NA	\$130.74
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$94.50	\$55.00	\$54.26	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$94.50	\$55.00	\$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$27.08	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$27.08	NA	NA	NA
Interoffice Transport - Dedicated - OC3										
OC3 -per mile per month	TBD	\$4.98	\$8.38	\$4.37	\$28.56	\$23.89	\$18.35	\$24.69	\$9.75	\$13.45
OC3 -Facility Termination per month	TBD	\$898.15	\$3,043	\$2,187.00	\$1,493	\$2,990.00	\$1,892.00	\$611.36	\$2,802	\$2,124.00
NRC - OC-3 - Facility Termination - 1st	TBD	\$511.77	\$876.46	\$819.29	\$1,543	\$927.35	\$1,283.00	\$1,411	\$915.64	\$950.10
NRC - OC-3 - Facility Termination - Add'l	TBD	\$330.92	\$314.49	\$317.38	\$661.23	\$304.90	\$404.94	\$542.73	\$410.02	\$311.39
NRC - OC-3 - Facility Termination - Disconnect Charge - 1st	TBD	\$121.72	\$112.44	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
NRC - OC-3 - Facility Termination - Disconnect Charge - Add'l	TBD	\$118.54	\$109.19	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
Interoffice Transport - Dedicated - OC12										
OC12 -per mile per month	TBD	\$19.26	\$26.91	\$15.05	\$84.88	\$74.44	\$60.42	\$30.38	\$32.52	\$49.80
OC12 -Facility Termination	TBD	\$9,763	\$11,685	\$8,202.00	\$12,344	\$11,517.00	\$7,182.00	\$2,122	\$11,132	\$8,015.00
NRC - OC12- Facility Termination - 1st	TBD	\$1,036	\$1,095	\$1,034.00	\$1,399	\$1,147.00	\$1,598.00	\$1,722	\$1,131	\$1,176.00
NRC - OC12- Facility Termination - Add'l	TBD	\$317.48	\$314.49	\$317.38	\$516.89	\$304.90	\$404.94	\$542.73	\$410.02	\$311.39
NRC - OC12 - Facility Termination - Disconnect Chg - 1st	TBD	\$121.72	\$112.44	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l	TBD	\$118.54	\$109.19	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
Interoffice Transport - Dedicated - OC48										
OC48 -per mile per month	TBD	\$30.65	\$34.66	\$25.70	\$138.02	\$128.59	\$102.43	\$120.02	\$45.92	\$106.55
OC48 -Facility Termination per month	TBD	\$11,691	\$12,554	\$11,134.00	\$16,017.00	\$14,950.00	\$11,480.00	\$1,677	\$967.58	\$11,632.00
OC48 -per Interface OC12 on OC48 per month	TBD	\$1,424	\$1,208	\$1,137.00	\$1,497.00	\$1,451.00	\$1,351.00	\$582.66	\$1,561	\$1,170.00
NRC - OC48 - Facility Termination - 1st	TBD	\$1,036	\$1,095	\$1,034.00	\$1,713.00	\$1,147.00	\$1,598.00	\$1,722	\$1,131	\$1,176.00
NRC - OC48 - Facility Termination - Add'l	TBD	\$317.48	\$314.49	\$317.38	\$516.89	\$304.90	\$404.94	\$542.73	\$410.02	\$311.39
NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	\$540.10	\$547.98	\$539.36	\$844.21	\$532.13	\$729.04	\$720.81	\$635.04	\$544.55
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBD	\$317.48	\$314.49	\$317.38	\$516.89	\$304.90	\$404.94	\$400.38	\$410.02	\$311.39
NRC - OC48 - Facility Termination - Disconnect Chg - 1st	TBD	\$121.72	\$112.44	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l	TBD	\$118.54	\$109.19	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBD	\$121.72	\$112.44	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBD	\$118.54	\$109.19	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic-1st	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic-Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC48 - Interface- Incremental Cost - Manual Svc. Order vs. Electronic-1st	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC48 - Interface- Incremental Cost - Manual Svc. Order vs. Electronic-Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	SOMAN	\$121.72	NA	\$18.03	NA	NA	NA	\$131.65	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	SOMAN	\$118.54	NA	\$18.03	NA	\$99.46	\$130.59	\$128.19	NA	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
UNBUNDLED DEDICATED TRANSPORT - Local Channel										
Local Channel - Dedicated - 2-Wire VG										
Monthly Recurring per month	ULDV2	\$14.61	\$26.31	\$13.91	\$22.26	\$14.94	\$17.83	\$14.83	\$16.83	\$19.02
Zone 1	TBD	NA	NA	\$11.91	NA	NA	NA	NA	NA	\$16.42
Zone 2	TBD	NA	NA	\$13.83	NA	NA	NA	NA	NA	\$20.66
Zone 3	TBD	NA	NA	\$21.98	NA	NA	NA	NA	NA	\$29.61
Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - 1st	ULDV2	\$494.65	\$389.37	\$382.95	\$585.15	\$347.49	\$487.62	\$553.80	\$554.00	\$199.33

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-wire VG -Add'l	ULDV2	\$88.44	\$66.88	\$62.40	\$98.53	\$59.75	\$84.35	\$89.69	\$88.58	\$24.16
NRC - 2-Wire VG - Disconnect Chg - 1st	ULDV2	\$77.81	\$68.45	NA	\$11.99	\$53.68	\$77.69	NA	NA	\$54.81
NRC - 2-Wire VG - Disconnect Chg - Add'l	ULDV2	\$7.63	\$5.97	NA	NA	\$6.60	\$8.95	NA	NA	\$4.80
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$42.17	\$43.75	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$18.37	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Local Channel - Dedicated - 4-Wire VG										
Monthly Recurring per month	ULDD6	\$15.77	\$27.48	\$14.99	\$23.38	\$16.21	\$19.03	\$15.87	\$18.05	\$20.14
Zone 1	TBD	NA	NA	\$12.90	NA	NA	NA	NA	NA	\$17.38
Zone 2	TBD	NA	NA	\$14.90	NA	NA	NA	NA	NA	\$21.88
Zone 3	TBD	NA	NA	\$23.68	NA	NA	NA	NA	NA	\$31.36
Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG - 1st	ULDD6	\$502.43	\$390.25	\$368.44	\$585.15	\$352.75	\$495.25	\$562.23	\$562.46	\$201.53
NRC - 4-Wire VG - Add'l	ULDD6	\$86.68	\$67.75	\$64.05	\$98.53	\$61.33	\$86.56	\$92.67	\$91.57	\$24.83
NRC - 4-Wire VG - Disconnect Chg - 1st	ULDD6	\$78.71	\$69.32	NA	NA	\$54.36	\$78.58	NA	NA	\$55.52
NRC - 4-Wire VG - Disconnect Chg - Add'l	ULDD6	\$8.53	\$6.85	NA	NA	\$7.28	\$9.84	NA	NA	\$5.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMECE	NA	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMECE	\$3.50	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$42.17	\$43.64	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$18.73	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Local Channel - Dedicated - DS1										
DS1 Monthly Recurring per month	ULDF1	\$35.52	\$42.98	\$38.36	\$43.80	\$43.80	\$38.91	\$35.68	\$37.20	\$40.27
DS1 per mile per month	1L5NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Zone 1	TBD	NA	NA	\$33.02	NA	NA	NA	NA	NA	\$34.76
Zone 2	TBD	NA	NA	\$38.13	NA	NA	NA	NA	NA	\$43.75
Zone 3	TBD	NA	NA	\$60.60	NA	NA	NA	NA	NA	\$62.70
Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - 1st	ULDF1	\$503.57	\$357.86	\$356.15	\$538.95	\$348.56	\$494.83	\$534.48	\$534.81	\$277.35
NRC - DS1 - Add'l	ULDF1	\$442.84	\$309.95	\$312.89	\$464.94	\$300.30	\$435.28	\$462.69	\$462.81	\$233.26
NRC - DS1 - Disconnect Chg - 1st	ULDF1	\$46.28	\$41.46	NA	NA	\$24.15	\$46.85	NA	NA	\$33.18
NRC - DS1 - Disconnect Chg - Add'l	ULDF1	\$32.18	\$28.51	NA	NA	\$21.31	\$33.02	NA	NA	\$22.30
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$61.95	NA	\$44.22	NA	\$42.34	\$59.58	\$86.15	\$87.99	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$0.00	NA	NA	NA	NA	NA	\$1.77	\$3.11	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	\$29.27	NA	NA	NA	\$19.48	\$27.51	NA	NA	NA
Local Channel - Dedicated - DS3										
DS3 - per mile per month	1L5NC	\$8.44	\$9.32	\$6.92	\$34.00	\$8.77	NA	NA	\$12.08	\$23.76
DS3 - Facility Termination per month	ULDF3	\$535.92	\$560.39	\$515.91	\$635.09	\$573.23	\$533.33	\$498.87	\$493.31	\$607.28
NRC - DS3 - Facility Termination - 1st	ULDF3	\$640.54	\$910.45	\$639.50	\$1,091.00	\$594.71	\$526.67	\$562.25	\$735.42	\$726.16
NRC - DS3 - Facility Termination - Add'l	ULDF3	\$426.28	\$532.19	\$426.40	\$661.23	\$396.54	\$493.71	\$527.88	\$519.31	\$411.64
NRC - DS3 - Facility Termination - Disconnect - 1st	ULDF3	\$121.72	\$112.44	\$122.31	NA	\$113.75	\$42.41	NA	NA	\$103.36
NRC - DS3 - Facility Termination - Disconnect - Add'l	ULDF3	\$118.54	\$156.12	\$119.14	NA	\$110.80	\$40.87	NA	NA	\$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEK	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEK	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$31.49	\$56.25	\$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$31.49	\$56.25	\$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$25.35	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$25.35	NA	NA	NA
Local Channel - Dedicated - STS-1										
STS-1 - per mile per month	1L5NC	\$8.44	\$9.32	\$6.92	\$30.04	\$8.77	\$38.98	NA	\$12.08	\$25.11
STS-1 - Facility Termination per month	ULDFS	\$525.40	\$569.67	\$517.56	\$610.64	\$558.00	\$531.39	\$512.00	\$481.14	\$615.65
NRC - STS-1 - Facility Termination - 1st	ULDFS	\$640.54	\$910.45	\$639.50	\$1,085.09	\$594.71	\$1,084.33	\$757.25	\$735.42	\$1,085.73
NRC - STS-1 - Facility Termination - Add'l	ULDFS	\$426.82	\$532.19	\$426.40	\$682.61	\$396.54	\$682.13	\$534.95	\$519.31	\$683.01
NRC - STS-1 - Facility Termination - Disconnect - 1st	ULDFS	\$121.72	\$223.20	\$122.31	NA	\$113.75	\$42.41	NA	NA	\$103.36
NRC - STS-1 - Facility Termination - Disconnect - Add'l	ULDFS	\$118.54	\$156.12	\$119.14	NA	\$110.80	\$40.87	NA	NA	\$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEK	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEK	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$96.10	\$55.00	\$54.26	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$96.10	\$55.00	\$54.26	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$25.35	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$25.35	NA	NA	NA
Local Channel - Dedicated - OC3										
OC3 per mile per month	TBD	\$7.09	\$9.08	\$5.82	\$28.56	\$25.48	\$35.55	\$24.69	\$10.15	\$19.95
OC3 Facility Termination per month	TBD	\$1,123	\$651.40	\$914.22	\$1,493.00	\$1,179.00	\$873.23	\$611.36	\$493.31	\$1,263.00
NRC - OC3 - Facility Termination - 1st	TBD	\$949.63	\$974.02	\$947.69	\$1,543.00	\$1,025.00	\$1,427.00	\$1,411	\$735.42	\$1,050.00
NRC - OC3 - Facility Termination - Add'l	TBD	\$413.38	\$412.05	\$413.00	\$661.23	\$402.63	\$549.17	\$542.73	\$519.31	\$411.64
NRC - OC3 - Facility Termination - Disconnect Chg - 1st	TBD	\$121.72	\$112.44	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
NRC - OC3 - Facility Termination - Disconnect Chg - Add'l	TBD	\$118.54	\$109.19	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEK	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEK	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
Local Channel - Dedicated - OC12										
OC12 per mile per month	TBD	\$10.13	\$11.18	\$8.31	\$40.80	\$36.40	\$50.79	\$30.38	\$14.50	\$28.51
OC12 Facility Termination per month	TBD	\$5,630	\$2,068	\$3,185.00	\$4,492.00	\$3,895.00	\$3,414.00	\$2,122	\$4,414	\$7,158.00
NRC - OC12 - Facility Termination - 1st	TBD	\$1,165	\$1,193	\$1,162.00	\$1,858.00	\$1,245.00	\$1,742.00	\$1,722	\$1,259	\$1,276.00
NRC - OC12 - Facility Termination - Add'l	TBD	\$413.38	\$412.05	\$413.00	\$661.23	\$402.63	\$549.17	\$542.73	\$505.88	\$411.64
NRC - OC12 - Facility Termination - Disconnect Chg - 1st	TBD	\$121.72	\$112.44	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l	TBD	\$118.54	\$109.19	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEK	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEK	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC12 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Local Channel - Dedicated - OC48										
OC48 per mile per month	TBD	\$33.22	\$36.67	\$27.25	\$133.84	\$119.40	\$166.59	\$120.02	\$47.57	\$93.50
OC48 Facility Termination per month	TBD	\$1.947	\$1.699	\$1,671.00	\$2,156.00	\$2,311.00	\$1,768.00	\$1,677	\$1,842	\$1,853.00
OC48 - Interface OC12 on OC48 per month	TBD	\$699.62	\$592.09	\$558.07	\$728.81	\$706.85	\$668.36	\$582.66	\$773.40	\$572.61
NRC - OC48 - Facility Termination - 1st	TBD	\$1,165	\$1,193	\$1,162.00	\$1,858.00	\$1,245.00	\$1,742.00	\$1,722	\$1,259	\$1,276.00
NRC - OC48 - Facility Termination -Add'l	TBD	\$413.38	\$412.05	\$413.00	\$661.23	\$402.63	\$549.17	\$542.73	\$505.88	\$411.64
NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	\$540.10	\$547.98	\$539.36	\$844.21	\$532.13	\$729.04	\$720.81	\$635.04	\$544.55
NRC -OC48 - Interface OC12 on OC48 -Add'l	TBD	\$317.48	\$314.49	\$317.38	\$516.89	\$304.90	\$404.94	\$400.38	\$410.02	\$311.39
NRC - OC48 - Facility Termination - Disconnect Chg - 1st	TBD	\$121.72	\$112.44	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l	TBD	\$118.54	\$109.19	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - 1st	TBD	\$121.72	\$112.44	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - Add'l	TBD	\$118.54	\$109.19	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC48 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-I	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-A	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC48 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC48 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-D	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-D	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
DS3 Channelization (DS3 to DS1)										
per Channelized System (28 DS1) per month	MQ3	\$225.36	\$222.61	\$182.04	\$236.32	\$244.37	\$229.30	\$236.35	\$200.01	\$225.59
NRC - 1st	MQ3	\$265.87	\$359.20	\$265.91	\$425.41	\$247.30	\$356.80	\$331.54	\$321.54	\$265.08
NRC - Add'l	MQ3	\$188.51	\$299.24	\$188.78	\$303.33	\$175.57	\$247.40	\$241.81	\$234.30	\$185.94
NRC -1st - Disconnect	MQ3	\$11.67	\$189.04	\$72.50	NA	\$67.42	\$79.94	NA	NA	\$61.09
NRC -Add'l - Disconnect	MQ3	\$0.95	\$186.37	\$59.96	NA	\$49.13	\$65.20	NA	NA	\$50.31
per Interface per month (COCI)	UC1D1	\$17.22	\$14.51	\$11.02	\$8.52	\$15.49	\$5.58	\$16.29	\$11.99	\$3.91
NRC - 1st	UC1D1	\$12.05	\$13.26	\$12.02	\$15.86	\$11.18	\$15.85	\$12.39	\$12.05	\$12.61
NRC - Add'l	UC1D1	\$8.69	\$9.50	\$8.66	\$11.36	\$8.06	\$11.35	\$8.93	\$8.68	\$9.03
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMECE	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	\$15.61	NA	\$14.91	NA	\$13.71	\$26.95	\$25.51	\$25.59	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	\$7.39	NA	\$6.63	NA	\$6.09	\$11.98	\$8.37	\$8.92	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	\$71.76	NA	\$10.82	NA	\$9.94	\$16.97	NA	NA	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	\$52.03	NA	NA	NA	NA	NA	NA	NA	NA
DS1 Channelization (DS1 to DS0)										
per Channelized System (24 DS0) per month	MQ1	\$136.82	\$154.74	\$126.22	\$200.01	\$126.66	\$146.87	\$158.01	\$147.51	\$165.21
NRC - 1st	MQ1	\$197.98	\$183.57	\$200.39	\$302.82	\$184.35	\$271.52	\$228.01	\$220.89	\$197.21
NRC - Add'l	MQ1	\$123.12	\$126.16	\$124.93	\$184.20	\$114.94	\$164.56	\$141.88	\$137.15	\$119.99
NRC -1sr - Disconnect	MQ1	\$11.67	\$19.68	\$28.95	NA	\$28.86	\$36.38	\$34.55	NA	\$25.66
NRC -Add'l - Disconnect	MQ1	\$0.95	\$18.29	\$18.43	NA	\$18.37	\$22.82	\$21.14	NA	\$15.81
- Interface (COCI)										
per OCU-DP(data) card per month (2.4-64kbs)	1D1DD	\$1.66	\$2.22	\$1.06	\$2.94	\$1.94	\$2.86	\$2.03	\$2.34	\$2.46
NRC - 1st	1D1DD	\$12.05	\$13.26	\$12.15	\$15.86	\$11.18	\$15.85	\$12.39	\$12.05	\$12.61
NRC - Add'l	1D1DD	\$8.69	\$9.50	\$8.76	\$11.36	\$8.06	\$11.35	\$8.93	\$8.68	\$9.03
per BRITE card per month	UC1CA	\$3.41	\$3.86	\$3.41	\$4.04	\$4.18	\$3.88	\$3.76	\$4.21	\$3.33
NRC - 1st	UC1CA	\$12.05	\$13.26	\$12.15	\$15.86	\$12.29	\$15.85	\$15.76	\$12.05	\$12.61
NRC - Add'l	UC1CA	\$8.69	\$9.50	\$8.76	\$11.36	\$8.80	\$11.35	\$11.28	\$8.68	\$9.03

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
per VG card per month (DS0)	1D1VG	\$0.86	\$1.46	\$2.20	\$1.40	\$1.06	\$1.45	\$1.28	\$1.47	\$1.25
NRC - 1st	1D1VG	\$12.05	\$13.26	\$12.15	\$15.86	\$11.18	\$15.85	\$12.39	\$12.05	\$12.61
NRC - Add'l	1D1VG	\$8.69	\$9.50	\$8.76	\$11.36	\$8.06	\$11.35	\$8.93	\$8.68	\$9.03
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	\$15.61	NA	\$14.91	NA	\$13.71	\$26.95	\$25.51	\$25.59	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	\$7.39	NA	\$6.63	NA	\$6.09	\$11.98	\$8.37	\$8.92	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	\$30.18	NA	\$10.82	NA	\$9.94	\$16.97	NA	NA	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	\$18.86	NA	NA	NA	NA	NA	NA	NA	NA
UNBUNDLED DARK FIBER	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Dark Fiber - Interoffice (four fiber strands) per route mile or fraction thereof, per mo	1L5DF	\$25.80	\$29.28	\$24.96	\$31.95	\$32.28	\$33.93	\$29.86	\$36.75	\$28.60
NRC - Per each four-fiber dark fiber arrangement - 1st	UDF14	\$1,739.00	\$1,289	\$1,737.00	\$1,741.00	\$1,746.00	\$1,741.00	\$1,738.00	\$1,747.00	\$1,742.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDF14	\$563.09	\$277.98	\$562.39	\$563.75	\$565.20	\$563.79	\$562.82	\$565.53	\$564.08
NRC -Disconnect--1st	UDF14	NA	\$592.25	NA	NA	NA	NA	NA	NA	NA
NRC -Disconnect--Add'l	UDF14	NA	\$369.22	NA	NA	NA	NA	NA	NA	NA
Dark Fiber - Local Channel/Loop (four fiber strands) per route mile or fraction there	1L5DC	\$70.82	\$59.03	\$54.63	\$49.07	\$64.72	\$71.55	\$56.47	\$100.37	\$60.06
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFC4	\$1,739.00	\$1,289	\$1,737.00	\$1,741.00	\$1,746.00	\$1,741.00	\$1,738.00	\$1,747.00	\$1,742.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFC4	\$563.09	\$277.98	\$562.39	\$563.75	\$565.20	\$563.79	\$562.82	\$565.53	\$564.08
NRC -Disconnect--1st	UDFC4	NA	\$592.25	NA	NA	NA	NA	NA	NA	NA
NRC -Disconnect--Add'l	UDFC4	NA	\$369.22	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
UNBUNDLED LOOP COMBINATIONS										
Unbundled Loop/Port Combinations (Note 4)										
MARKET RATES (INCLUDING ALL VERTICAL FEATURES) (Note 1)										
Density Zone 1 / Top 8 MSAs in BellSouth Region										
Customers with 4 or more DS0 Equivalent										
Currently Combined (Note2)										
2-Wire Voice Grade Loop with 2-Wire Line Port (Res. and Bus.)										
2-Wire Voice Grade Line Port (Res.), per month										
2-wire voice unbundled port - residence	UEPRL	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled port with caller ID - residence	UEPRC	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled port outgoing only - residence	UEPRO	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$14.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-Wire Voice Grade Line Port (Bus.), per month										
2-wire voice unbundled port without Caller ID	UEPBL	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled outgoing only port	UEPBO	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled area plus port with Caller ID	UEPBM	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled incoming only port with Caller ID	UEPB1	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-Wire Voice Grade Loop (SL1) (Res. and Bus.)										
RC - 2-Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	\$14.18	NA	NA
RC - 2-Wire Voice Grade Loop Zone 1	UEPLX	NA	\$13.75	\$10.80	NA	\$14.05	NA	NA	NA	\$15.92
RC - 2-Wire Voice Grade Loop Zone 2	UEPLX	NA	\$20.13	\$12.47	NA	\$24.14	NA	NA	NA	\$20.79
RC - 2-Wire Voice Grade Loop Zone 3	UEPLX	NA	\$44.40	\$19.83	NA	\$49.30	NA	NA	NA	\$27.18
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$28.18	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	NA	\$27.75	\$24.80	NA	\$28.05	NA	NA	NA	\$29.92
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	NA	\$34.13	\$26.47	NA	\$38.14	NA	NA	NA	\$34.79
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	NA	\$58.40	\$33.83	NA	\$63.30	NA	NA	NA	\$41.18

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	TBD	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	TBD	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	TBD	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	TBD	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	TBD	NA	\$10.00	\$10.00	NA	\$10.00	NA	\$10.00	NA	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOME C	NA	\$3.50	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	NA	\$19.99	\$33.76	NA	\$31.92	NA	\$40.18	NA	\$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	NA	\$19.99	\$7.86	NA	\$7.32	NA	\$9.45	NA	\$7.03
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA	TBD	TBD	NA	\$2.11	NA	\$1.42	NA	TBD
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA	TBD	TBD	NA	\$5.12	NA	\$10.27	NA	TBD
NRC - Incremental Manual Service Order Disconnect	TBD	NA	\$20.00	\$20.00	NA	\$20.00	NA	\$20.00	NA	\$20.00
2- Wire Voice Grade Loop - Bus Only with 2-Wire DID Trunk Port										
2 - Wire Line Port - DID Trunk Port, per month	UEPD1	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
2-Wire Voice Grade Loop (SL2)										
RC - 2-Wire Voice Grade Loop - Statewide	UECD1	NA	NA	NA	NA	NA	NA	\$11.76	NA	NA
RC - 2-Wire Voice Grade Loop Zone 1	UECD1	NA	\$18.28	\$16.84	NA	\$17.65	NA	NA	NA	\$15.92
RC - 2-Wire Voice Grade Loop Zone 2	UECD1	NA	\$22.34	\$19.45	NA	\$30.32	NA	NA	NA	\$20.79
RC - 2-Wire Voice Grade Loop Zone 3	UECD1	NA	\$27.97	\$30.92	NA	\$61.93	NA	NA	NA	\$27.18
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Statewide	Note 8	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 1 (Note 6)	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 2 (Note 6)	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 3 (Note 6)	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - 1st	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - Add'l	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME C	NA	\$3.50	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - Incremental Cost- Manual Service Order - 1st	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC- 2- Wire Voice Grade Loop with 2- Wire Line Port - Incremental Cost- Manual Service Order - Add'l	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
2-wire ISDN Digital Port, per month	UEPPB	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
2-Wire ISDN Digital Grade Loop										
RC - 2-Wire ISDN Digital Grade Loop - Statewide	USL2X	NA	NA	NA	NA	NA	NA	\$19.08	NA	NA
RC - 2-Wire ISDN Digital Grade Loop - Zone 1	USL2X	NA	\$32.34	\$21.89	NA	\$21.15	NA	NA	NA	\$15.92
RC - 2-Wire ISDN Digital Grade Loop - Zone 2	USL2X	NA	\$47.35	\$25.27	NA	\$36.32	NA	NA	NA	\$20.79
RC - 2-Wire ISDN Digital Grade Loop - Zone 3	USL2X	NA	\$104.47	\$40.17	NA	\$74.19	NA	NA	NA	\$27.18
Combination Rates										
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA		NA	NA
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 1	Note 8	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 2	Note 8	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 3	Note 8	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION			USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
		NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
		NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME C	NA	\$3.50	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
		4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port					NA		NA		NA	
		4 - Wire DS1 Digital Trunk Port	UEPPP	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
		4 - Wire DS1 Digital Loop		NA								
		RC - 4- Wire DS1 Digital Loop- Statewide	USL4P	NA	NA	NA	NA	NA	NA	\$62.71	NA	NA
		RC - 4- Wire DS1 Digital Loop- Zone 1	USL4P	NA	\$64.69	\$55.53	NA	\$56.32	NA	NA	NA	\$57.73
		RC - 4- Wire DS1 Digital Loop- Zone 2	USL4P	NA	\$94.71	\$64.13	NA	\$96.73	NA	NA	NA	\$75.40
		RC - 4- Wire DS1 Digital Loop- Zone 3	USL4P	NA	\$208.93	\$101.93	NA	\$197.57	NA	NA	NA	\$98.59
		Combination Rates										
		RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	TBD	NA	NA
		RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 1	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
		RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 2	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
		RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 3	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
		NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - 1st conversion	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
		NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Add'l conversion	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
		NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
		NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward/2way Telephone Numbers	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
		NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Outward Telephone Numbers	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
		NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward Telephone Numbers	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
		NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME C	NA	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
		4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port							NA			
		4 - Wire DID Trunk Port	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
		4 - Wire DS1 Digital Loop										
		RC - 4- Wire DS1 Digital Loop- Statewide	TBD	NA	NA	NA	NA	NA	NA	\$62.71	NA	NA
		RC - 4- Wire DS1 Digital Loop- Zone 1	TBD	NA	\$64.69	\$55.53	NA	\$56.32	NA	NA	NA	\$57.73
		RC - 4- Wire DS1 Digital Loop- Zone 2	TBD	NA	\$94.71	\$64.13	NA	\$96.73	NA	NA	NA	\$75.40
		RC - 4- Wire DS1 Digital Loop- Zone 3	TBD	NA	\$208.93	\$101.93	NA	\$197.57	NA	NA	NA	\$98.59
		RC - 4-Wire DS1 Digital Loop with 4-wire DID Trunk Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	TBD	NA	NA
		RC - 4-Wire DS1 Digital Loop with 4-wire DID Trunk Port - Zone 1	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
		RC - 4-Wire DS1 Digital Loop with 4-wire DID Trunk Port - Zone 2	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
		RC - 4-Wire DS1 Digital Loop with 4-wire DID Trunk Port - Zone 3	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
		NRC -4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - 1st	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
		NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Add'l	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
		NRC -4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Subsequent Channel Activation - Per Channel	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
		NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Telephone Numbers	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
		NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Signaling Changes	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC -4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME	NA	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
2-Wire Voice Grade Loop with 2-Wire Line Port PBX										
2-Wire Analog Line Port (PBX), per month										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT TENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT	UEPXO	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT	UEPXS	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERSVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-Wire Voice Grade Loop (SL1)										
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	\$14.18	NA	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	NA	\$13.75	\$10.80	NA	\$14.05	NA	NA	NA	\$15.92
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	NA	\$20.13	\$12.47	NA	\$24.14	NA	NA	NA	\$20.79
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	NA	\$44.40	\$19.83	NA	\$49.30	NA	NA	NA	\$27.18
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	NA	NA	NA	NA
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$28.18	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	NA	\$27.75	\$24.80	NA	\$28.05	NA	NA	NA	\$29.92
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	NA	\$34.13	\$26.47	NA	\$38.14	NA	NA	NA	\$34.79
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	NA	\$58.40	\$33.83	NA	\$63.30	NA	NA	NA	\$41.18
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	TBD	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	TBD	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	TBD	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	TBD	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	TBD	NA	\$10.00	\$10.00	\$10.00	\$10.00	NA	\$10.00	NA	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME C	NA	\$3.50	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	NA	\$19.99	\$33.67	NA	\$31.92	NA	\$40.18	NA	\$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	NA	\$19.99	\$7.88	NA	\$7.32	NA	\$9.45	NA	\$7.03
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA	TBD	TBD	NA	\$2.11	NA	\$1.42	NA	TBD
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA	TBD	TBD	NA	\$5.12	NA	\$10.27	NA	TBD
NRC - Incremental Manual Service Order Disconnect	TBD	NA	\$20.00	\$20.00	NA	\$20.00	NA	\$20.00	NA	\$20.00
NRCs for New (not Currently Combined) in Georgia:										
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st	TBD	NA	NA	\$90.00	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l	TBD	NA	NA	\$90.00	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	TBD	NA	NA	\$10.00	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st	TBD	NA	NA	\$8.45	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add'l	TBD	NA	NA	\$3.91	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOME C	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st	TBD	NA	NA	\$37.06	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l	TBD	NA	NA	\$8.19	NA	NA	NA	NA	NA	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnect	TBD	NA	NA	\$11.17	NA	NA	NA	NA	NA	NA
COST BASED RATES (Notes 2 & 3)										
Currently Combined										
2-Wire Voice Grade Loop with 2-Wire Line Port										
2-Wire Voice Grade Line Port (Res.), per month										
2- wire voice unbundled port - residence	UEPRL	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-wire voice unbundled port with caller ID - residence	UEPRC	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-wire voice unbundled port outgoing only - residence	UEPRO	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$2.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	\$3.69	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-Wire Voice Grade Line Port (Bus.), per month										
2-wire voice unbundled port without Caller ID	UEPBL	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-wire voice unbundled outgoing only port	UEPBO	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-wire voice unbundled area plus port with Caller ID	UEPBM	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-wire voice unbundled incoming only port with Caller ID	UEPB1	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	\$3.69	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-Wire Voice Grade Loop (SL1)										
RC - 2- Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	\$14.18	NA	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UEPLX	\$14.35	\$13.75	\$10.80	\$14.79	\$14.05	\$14.59	NA	\$17.02	\$15.92
RC - 2- Wire Voice Grade Loop - Zone 2	UEPLX	\$23.31	\$20.13	\$12.47	\$27.68	\$24.14	\$19.33	NA	\$25.66	\$20.79
RC - 2- Wire Voice Grade Loop - Zone 3	UEPLX	\$42.24	\$44.40	\$19.83	\$47.78	\$49.30	\$27.63	NA	\$33.99	\$27.18
RC - 2- Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	\$36.47	NA	NA	NA
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$16.46	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	\$16.55	\$15.75	\$12.59	\$17.40	\$16.60	\$16.71	NA	\$20.71	\$17.84
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	\$25.51	\$22.13	\$14.26	\$30.29	\$26.69	\$21.45	NA	\$29.35	\$22.69
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	\$44.44	\$46.40	\$21.62	\$50.39	\$51.85	\$29.75	NA	\$37.68	\$29.08
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	Note 8	NA	NA	NA	NA	NA	\$38.59	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	USAC2	\$2.80	\$1.46	\$2.01	\$10.00	\$3.80	\$5.20	\$2.77	\$1.59	\$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	USAC2	\$0.41	\$0.93	\$0.3108	\$10.00	\$0.29	\$0.41	\$0.40	\$0.40	\$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	USACC	\$2.80	\$1.46	\$2.01	\$10.00	\$3.80	\$5.20	\$2.77	\$1.59	\$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	USACC	\$0.41	\$0.93	\$0.3108	\$10.00	\$0.29	\$0.41	\$0.40	\$0.40	\$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME C	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - 1st	SOMAN	\$40.71	\$19.99	\$33.67	\$19.99	\$31.92	\$43.52	\$40.18	\$43.19	\$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc.Order vs. Electronic - Add'l	SOMAN	\$9.58	\$19.99	\$7.88	\$19.99	\$7.32	\$9.99	\$9.45	\$9.91	\$7.03
NRC - 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	\$1.44	TBD	TBD	TBD	\$2.11	\$2.87	\$1.42	\$0.71	\$0.76

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	\$8.25	TBD	TBD	TBD	\$5.12	\$6.88	\$10.27	\$8.91	\$7.97
NRC - Incremental Manual Service Order Disconnect	TBD	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
NRCs for New (not Currently Combined) as ordered in Georgia:										
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	TBD	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	TBD	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	NA	NA	\$10.00	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st	TBD	NA	NA	\$8.45	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add'l	TBD	NA	NA	\$3.91	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME C	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st	TBD	NA	NA	\$37.06	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l	TBD	NA	NA	\$8.19	NA	NA	NA	NA	NA	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC- 2 Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnect	TBD	NA	NA	\$11.17	NA	NA	NA	NA	NA	NA
2- Wire Voice Grade Loop - Bus Only with 2-Wire DID Trunk Port										
2- Wire Line Port - DID Trunk Port, per month	UEPD1	TBD	\$9.60	\$11.35	TBD	\$13.12	\$14.63	\$12.12	TBD	\$8.78
2-Wire Voice Grade Loop (SL2)										
RC - 2- Wire Voice Grade Loop - Statewide	UECD1	NA	NA	NA	NA	NA	NA	\$11.76	NA	NA
RC - 2- Wire Voice Grade Loop - Zone 1	UECD1	\$17.95	\$18.28	\$16.84	\$17.27	\$17.65	\$18.35	NA	\$21.57	\$15.92
RC - 2- Wire Voice Grade Loop - Zone 2	UECD1	\$29.16	\$22.34	\$19.45	\$32.32	\$30.32	\$24.33	NA	\$32.53	\$20.79
RC - 2- Wire Voice Grade Loop - Zone 3	UECD1	\$52.84	\$27.97	\$30.92	\$55.78	\$61.93	\$34.77	NA	\$43.08	\$27.18
RC - 2- Wire Voice Grade Loop - Zone 4	UECD1	NA	NA	NA	NA	NA	\$45.88	NA	NA	NA
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$23.79	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 1 (Note 6)	Note 8	TBD	\$27.88	\$28.19	TBD	\$30.77	TBD	NA	TBD	\$24.70
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 2 (Note 6)	Note 8	TBD	\$31.94	\$30.80	TBD	\$43.44	TBD	NA	TBD	\$29.57
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 3 (Note 6)	Note 8	TBD	\$37.57	\$42.27	TBD	\$75.05	TBD	NA	TBD	\$35.96
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 4 (Note 6)	Note 8	NA	NA	NA	NA	NA	TBD	NA	NA	NA
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - 1st	TBD	TBD	\$14.73	\$166.08	TBD	TBD	TBD	\$13.26	TBD	\$8.76
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Add'l	TBD	TBD	\$3.76	\$140.01	TBD	TBD	TBD	\$8.39	TBD	\$5.75
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME C	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Incremental Cost- Manual Service Order - 1st	TBD	TBD	TBD	\$37.88	TBD	TBD	TBD	\$53.89	TBD	\$41.43
NRC- 2- Wire Voice Grade Loop with 2- Wire DID Port - Incremental Cost- Manual Service Order - Add'l	TBD	TBD	TBD	\$16.84	TBD	TBD	TBD	\$11.34	TBD	\$9.80
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
2-wire ISDN Digital Port per month	UEPPB	\$16.42	\$13.00	\$13.47	\$12.33	\$23.33	\$51.91	\$24.37	\$33.74	\$18.21
2-Wire ISDN Digital Grade Loop										
RC - 2-Wire ISDN Digital Grade Loop - Statewide	USL2X	NA	NA	NA	NA	NA	NA	\$19.08	NA	NA
RC - 2-Wire ISDN Digital Grade Loop - Zone 1	USL2X	\$23.23	\$32.34	\$21.89	\$23.66	\$21.15	\$21.86	NA	\$26.68	\$15.92
RC - 2-Wire ISDN Digital Grade Loop - Zone 2	USL2X	\$37.74	\$47.35	\$25.27	\$44.28	\$36.32	\$28.97	NA	\$40.24	\$20.79
RC - 2-Wire ISDN Digital Grade Loop - Zone 3	USL2X	\$68.38	\$104.47	\$40.17	\$76.42	\$74.19	\$41.40	NA	\$53.29	\$27.18
RC - 2-Wire ISDN Digital Grade Loop - Zone 4	USL2X	NA	NA	NA	NA	NA	\$54.64	NA	NA	NA
Combination Rates										

BELLSOUTH/LEVEL 3 RATES
NETWORK ELEMENTS
AND OTHER SERVICES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$43.45	NA	NA
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 1	Note 8	\$39.65	\$45.34	\$35.36	\$35.99	\$44.48	\$73.77	NA	\$60.42	\$34.13
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 2	Note 8	\$54.16	\$60.35	\$38.74	\$56.61	\$59.65	\$80.78	NA	\$73.98	\$39.00
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 3	Note 8	\$84.80	\$117.47	\$53.64	\$88.75	\$97.52	\$93.31	NA	\$87.03	\$45.39
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 4	Note 8	NA	NA	NA	NA	NA	\$106.55	NA	NA	NA
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	TBD	\$3.02	TBD	TBD	TBD	TBD	\$174.35	TBD	\$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	TBD	\$2.49	TBD	TBD	TBD	TBD	\$174.35	TBD	\$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	TBD	TBD	TBD	TBD	TBD	TBD	\$286.15	TBD	\$212.88
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME C	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port										
4 - Wire ISDN DS1 Digital Trunk Port	UEPPP	\$186.02	\$125.00	\$163.16	\$275.48	\$194.72	\$213.21	\$179.01	\$214.79	\$78.40
4 - Wire DS1 Digital Loop										
RC - 4-Wire DS1 Digital Loop- Statewide	USL4P	NA	NA	NA	NA	NA	NA	\$62.71	NA	NA
RC - 4-Wire DS1 Digital Loop- Zone 1	USL4P	\$51.74	\$64.69	\$55.53	\$50.26	\$56.32	\$50.99	NA	\$59.61	\$57.73
RC - 4-Wire DS1 Digital Loop- Zone 2	USL4P	\$84.05	\$94.71	\$64.13	\$94.06	\$96.73	\$67.58	NA	\$89.90	\$75.40
RC - 4-Wire DS1 Digital Loop- Zone 3	USL4P	\$152.29	\$208.93	\$101.93	\$162.34	\$197.57	\$96.58	NA	\$119.06	\$98.59
RC - 4-Wire DS1 Digital Loop - Zone 4	USL4P	NA	NA	NA	NA	NA	\$127.47	NA	NA	NA
Combination Rates										
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$241.72	NA	NA
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 1	Note 8	\$237.76	\$189.69	\$218.69	\$325.74	\$251.04	\$264.20	NA	\$274.40	\$136.13
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 2	Note 8	\$270.07	\$219.71	\$227.29	\$369.54	\$291.45	\$280.79	NA	\$304.69	\$153.80
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 3	Note 8	\$338.31	\$333.93	\$265.09	\$437.82	\$392.29	\$309.79	NA	\$333.85	\$176.99
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 4	Note 8	NA	NA	NA	NA	NA	\$340.68	NA	NA	NA
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - 1st conversion	USACP	TBD	\$2.00	TBD	TBD	TBD	TBD	\$481.51	TBD	\$328.53
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Add'l conversion	USACP	TBD	\$1.22	TBD	TBD	TBD	TBD	\$481.51	TBD	\$328.53
NRC - 4-Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	USASP	TBD	\$29.28	TBD	TBD	TBD	TBD	\$36.92	TBD	\$28.39
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Inward/2-way Telephone Numbers	PR7TG	TBD	\$0.99	TBD	TBD	TBD	TBD	\$1.17	TBD	\$0.9353
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Outward Telephone numbers	PR7TP	TBD	\$23.20	TBD	TBD	TBD	TBD	\$28.17	TBD	\$22.36
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Inward Telephone Numbers	PR7ZT	TBD	\$46.41	TBD	TBD	TBD	TBD	\$56.33	TBD	\$44.71
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Service Order Per Order	USASP	TBD	TBD	TBD	TBD	TBD	TBD	\$255.25	TBD	\$189.76
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME C	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port										
4 - Wire DID Trunk Port	TBD	TBD	\$63.85	\$120.80	TBD	\$149.27	\$146.46	\$123.52	TBD	\$35.55
4 - Wire DS1 Digital Loop										
4 - Wire DS1 Digital Loop - Statewide	TBD	NA	NA		NA	NA	NA	\$62.71	NA	NA
4 - Wire DS1 Digital Loop - Zone 1	TBD	\$51.74	\$64.69	\$55.53	\$50.26	\$56.32	\$50.99	NA	\$59.61	\$57.73
4 - Wire DS1 Digital Loop - Zone 2	TBD	\$84.05	\$94.71	\$64.13	\$94.06	\$96.73	\$67.58	NA	\$89.90	\$75.40
4 - Wire DS1 Digital Loop - Zone 3	TBD	\$152.29	\$208.93	\$101.93	\$162.34	\$197.57	\$96.58	NA	\$119.06	\$98.59
4 - Wire DS1 Digital Loop - Zone 4	TBD	NA	NA	NA	NA	NA	\$127.47	NA	NA	NA
Combination Rates										
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$186.23	NA	NA