

BEFORE THE TENNESSEE REGULATORY AUTHORITY

In Re:

**Petition for Arbitration of
Aeneas Communications, LLC
With BellSouth Telecommunications, Inc.
Pursuant to the Telecommunications Act
Of 1996**

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Docket No. 04-00017

Petition for Arbitration by Aeneas Communications, LLC

Comes now, Aeneas Communications, LLC (hereinafter "Aeneas") by its undersigned attorney, pursuant to Section 252 of the Communications Act of 1934, as amended in 1996, (the "Act") and hereby petitions the Tennessee Regulatory Authority ("TRA") to arbitrate certain unresolved issues in the interconnection negotiations between Aeneas and BellSouth Telecommunications, Inc. (hereinafter "BellSouth").

Aeneas requests that the TRA invoke its authority to conduct an evidentiary hearing concerning the issues identified herein and any other unresolved issues as the TRA may deem appropriate and that Aeneas be granted the right to conduct discovery on BellSouth's positions in advance of such hearing. Aeneas further requests that the TRA enter a schedule for discovery requests and responses thereto. In support of this petition, and in accordance with 252 of the Act, Aeneas states as follows:

Statement of the Facts

Aeneas is a Tennessee LLC, having its principal place of business temporarily at 105 S. Missouri, Jackson, TN 38301 (after a tornado destroyed its location at 301 S. Church in Jackson in May 2003). Aeneas is authorized to provide competitive local exchange services in Tennessee.

BellSouth is an incumbent local exchange carrier ("ILEC") as defined by the Act at 47 USC 251(h). Within its territory, BellSouth is a monopolist provider of local exchange services.

BellSouth formally requested commencement of negotiations under Section 251 of the Act. Negotiations have been extended by agreement several times and outside events such as tornados and the Triennial Review have acted to slow the process. Several calls and emails have been exchanged to discuss the terms of the next interconnect agreement, however, BellSouth has refused to accept language proposed by Aeneas in several particulars. The Triennial Review Order issued by the FCC recently requires state regulatory agencies to conduct various fact finding proceedings, the outcome of which will directly influence the content and terms of Attachments 2 and 6 to all CLEC interconnection agreements. Such proceedings are on-going before the TRA under dockets 03-00527 (Loop and Transport) and 03-00491 (switching). Aeneas intends to continue negotiations with BellSouth in an effort to reduce the number of issues which must be arbitrated by the TRA, however, there is no way to anticipate the law underlying Attachments 2 and 6 pending final determination of these dockets. BellSouth and Aeneas agree that the arbitration window opened on December 23, 2003 and would close on January 17, 2004, which is the Saturday preceding the Monday observance of Martin Luther King Day, meaning the petition may be filed through Tuesday, January 20, 2004. (TRA Reg. 1200-1-1-.11).

Exhibit A, which is appended hereto and incorporated by reference, contains the proposed interconnection agreement provisions that Aeneas submits to the TRA for decision in this docket. Attachments 2 and 6 are currently in effect between the parties under the expiring interconnection agreement and Aeneas wishes to continue to follow them. The balance of the Exhibit is BellSouth proposals.

Jurisdiction

Under Section 252 of the Act, parties to a negotiation for interconnection, services or unbundled elements within a particular state may petition the respective state commission for arbitration of any unresolved issues when negotiations fail. Pursuant to the Act, either party to the negotiation may seek such arbitration at a minimum in the

period between the 135th day and the 160th day, inclusive, after the date the ILEC received the request for negotiation.

This petition is timely filed.

Designated Contacts

Communications regarding this Petition should be directed to:

Aeneas- Henry Walker, Esq., Boulton, Cummings, Connor & Berry, Suite 1600, 414 Union Street, Nashville, TN 37219 and also Mr. Jonathan Harlan, 1237 Hollywood Drive, Jackson, TN 38301, and Paul Rice, Esq, PO Box 227, Jackson, TN 38302.

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

Issues for Arbitration

The parties have agreed to language for Attachments 3, 4, 5, 8, 9, 10, and 11. The issues below are unresolved between Aeneas and BellSouth. Aeneas reserves the right to amend this Petition to address any issues not discussed herein that are brought forward by the TRA, BellSouth, or any other party.

Contract Issues

“GENERAL TERMS AND CONDITIONS”

Aeneas Proposal 1: “White pages listings”- We have experienced a situation in which BellSouth completely failed to send our customers’ listing information to a popular regional telephone directory publisher. We understand that BellSouth narrowly interprets its legal obligation with respect to white pages as applying only to BAPCO publications. We disagree.

Amend GT&C Paragraph 5.1.1 to read:

Listings. Aeneas shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Aeneas residential and business customer listings in any white pages or alphabetical directories in which BellSouth publishes or causes publication of its own residential and business customer listings in the geographic

areas covered by this Interconnect Agreement. Directory listings will make no distinction between Aeneas and BellSouth subscribers.

BellSouth has rejected this language without explanation.

Aeneas Proposal 2: Rendering BellSouth and Aeneas liable for their own actions and those of their affiliates.

Replace existing language in 7.1 and 7.2 with reciprocal language:

- 7.1 *The Parties Liability. In the event that either party consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of the respective party under this Agreement.*

As of January 15, 2004, this item is "Open to BST".

- 7.2 *Liability for Acts or Omissions of Third Parties. Neither Bellsouth nor Aeneas shall [typo omitted] be liable to the other party for any act or omission of another Telecommunications Company providing services to a party herein. Telecommunications Company as used in this paragraph does not include Authorized Sales Representatives*

As of January 15, 2004, this item is "Open to BST".

Aeneas Proposal 3: Confidentiality concerning inquiries about changing service.

Aeneas requests the following added language: 9.8 *"BellSouth shall not disclose to its retail divisions or ASRs the fact that a LENS inquiry concerning an end user has been made, end user trouble ticket information, Aeneas LOA information nor LSR information to be known to BellSouth's retail divisions or Authorized Sales Representatives."*

As of January 15, 2004, BellSouth refuses to agree to this, stating that "this is covered by Win back regulations and Section 222 of the Telecom Act (CPNI)."

Aeneas Proposal 4: Aeneas would like to adopt dispute resolution language from the recent IC Agreement between BS and Network Telephones.

10.1 Except as otherwise stated in this Agreement, if any dispute arises as to the enforcement of terms and conditions of this Agreement, and/or as to the interpretation of any provision of this Agreement, the aggrieved Party, to the extent seeking resolution of such dispute, must seek such resolution

before the Authority or the FCC in accordance with the Act. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Authority concerning this Agreement. Either Party may seek expedited resolution by the Authority. During the Authority proceeding each Party shall continue to perform its obligations under this Agreement; provided, however that neither party shall be required to act in an unlawful fashion.

It appears that BS has agreed to this, and it is included herein to preserve the issue if necessary.

10.2 The foregoing Section 10.1 notwithstanding, except to the extent the Authority is authorized to grant temporary equitable relief with respect to a dispute arising as to the enforcement of terms and conditions of this Agreement; and/or as to the interpretation of any provision of this Agreement, this Section 10 shall not prevent either Party from seeking any temporary equitable relief in a court of competent jurisdiction.

It appears that BS has agreed to this, and it is included herein to preserve the issue if necessary.

10.3 The foregoing Sections 10.1 and 10.2 notwithstanding, each Party shall have the right to seek legal and equitable remedies on any and all legal or equitable theories in any court of competent jurisdiction for any and all claims, causes of action, or other proceedings not arising: (i) as to the enforcement of terms and conditions of this Agreement; and/or (ii) as to the interpretation of any provision of this Agreement. In addition, if the Authority or FCC would not have the authority to grant an award of damages after issuing a ruling finding fault or liability in connection with a dispute under this Agreement, this Section 10 shall not prevent either Party from bringing actions seeking such damages in connection with a dispute under this Agreement in any court of competent jurisdiction.

It appears that BS has agreed to this, and it is included herein to preserve the issue if necessary.

Aeneas Proposal 5: Recognition of liability for damages for violation of this Agreement.

10.4 In addition to other remedies provided by law, for situations in which BellSouth's failure to meet the requirements of this provision has an adverse financial impact or loss of opportunity on Aeneas due to resources consumed at Aeneas dealing with BellSouth's conduct or omission and/or loss of business, BellSouth may be found liable for direct, indirect, consequential damages as well as damages in accordance with Tennessee Code Annotated 47-50-109 in appropriate cases.

BellSouth rejects this proposal stating "limitation of liability and indemnification provisions already included which specifically limit the damages."

10.5 Should Aeneas prevail on any claim brought pursuant to this Section 10, or otherwise as allowed by this Agreement, BellSouth agrees to pay cost and reasonable attorney fees.

BellSouth rejects this proposal stating, "BST does not agree to this provision, liability is limited to services lost."

Aeneas Proposal 6: The Rules of Construction provision directing that the language of the Interconnection Agreement is not to be construed against it is not appropriate in this case.

21. We believe that this provision is unfair to Aeneas. BellSouth has an army of fulltime lawyers and contract negotiators, while Aeneas has none. In addition, the proposed IC adopts several other extensive BellSouth documents by reference. Aeneas would like to omit BellSouth's proposed paragraph 21 and let the Authority or FCC or court decide how the authorship comes into play.

ATTACHMENT 1-"Resale"/ "Resale discounts and rates"

Aeneas Proposal 7: Reducing End User confusion between service providers.

This is language based on wording from the Aeneas Interconnect Agreement of 1999. The topic was somehow dropped in the intervening IC, but we would like it back.

Substitute this language in the IC at Attachment 1, paragraph 3.5:

Aeneas shall provide the exclusive interface to Aeneas Customers, except as Aeneas shall otherwise specify. In those instances where Aeneas requires Bellsouth personnel to interface to Aeneas Customers, such personnel shall identify themselves as representing Aeneas, and shall not identify themselves as representing Bellsouth. Aeneas may provide print material bearing Aeneas information which the BellSouth personnel shall leave at the end user's location. BellSouth shall notify Aeneas prior to the time it reasonably expects to run out of such materials so that Aeneas may restock without any disruption.

All BellSouth Authorized Sales Representative "independent contractors" who work as interconnect technicians shall be required by contract to disclose in writing to any prospective interconnect customer then served by Aeneas that they have a financial interest in having that customer purchase telecommunications services from BellSouth rather than Aeneas.

As of January 15, 2004, BellSouth has not taken a position on the above language.

Aeneas Proposal 8: Regarding regulation of “Win-back” activities.

SUBSTITUTE this language in the IC at Attachment 1, paragraph 3.5.2:

With the exception of mass media advertising, BellSouth shall not attempt to contact, either directly or via agents, for purposes of ‘winning the customer back’, any person or entity from the time that (1) Aeneas accesses the Customer Service Record Data (currently known as LENS) regarding an end user or (2) Aeneas notifies BellSouth that the end user is switching to Aeneas, or (3) anyone that is an existing Aeneas customer, until the customer has enjoyed 120 consecutive days of trouble free service, and also for a period beginning with the opening of a trouble ticket and continuing after the trouble ticket is closed for 120 consecutive days of trouble free service, provided in all cases that the trouble referred to was a failure of BellSouth’s service, administration, or products.

In each instance when an Aeneas customer experiences a service interruption due to a failure with BellSouth’s service, administration, or products, BellSouth shall write to the customer on a form approved by Aeneas, and if no agreement can be reached, a form approved by the Tennessee Regulatory Authority, apologizing to the customer and Aeneas.

As of January 15, 2004, BellSouth has not taken a position on the above language.

Aeneas Proposal 9:

“Attachment 2, Network”

Under “Attachment 2, Network”, Aeneas proposes to readopt the terms and rates of the expiring Interconnect Agreement pending disposition of the TRO mandated proceedings. It is suggested that upon final disposition of these proceedings, the parties should have 30 days to negotiate followed by the arbitration window under the terms of the current SGAT.

Aeneas Proposal 10:

“Attachment 6, Pre-ordering, Ordering, Provisioning, Maintenance and Repair”

Under “Attachment 6, Pre-ordering, Ordering, Provisioning, Maintenance and Repair”, Aeneas proposes to readopt the terms and rates of the expiring Interconnect Agreement pending disposition of the TRO mandated proceedings. It is suggested that upon final disposition of these proceedings, the parties should have 30 days to negotiate followed by the arbitration window under the terms of the current SGAT.

ATTACHMENT 7- "Billing"/ "ODUF ADUF EODUF CMDS Rates"

1.8 BellSouth has traditionally imposed an onerous bond requirement on Aeneas without being required to have a reason. This may have been appropriate when we first started working together, however, Aeneas has proven its financial and managerial abilities and has a track history of making timely payments for services. We suggest borrowing language resembling BellSouth's FCC Tariff #1, Section 2.4.1(A) and blending it with BellSouth's proposed language to allow a return of any deposit upon a twelve month history of timely payment. BellSouth is currently past due on several credits owed and Aeneas takes the position that it is time this deposit requirement became reciprocal.

SUBSTITUTE this language to the IC at **Attachment 7, paragraph 1.8 and amend paragraph 2.4 as necessary:**

Deposit Policy: Either party to this agreement may, in order to safeguard its interests when in its discretion it feels 'insecure', only require the other party which has a proven history of late payments their company or to other similarly situated companies to make a deposit prior to or at any time after the provision of service to be held by the insecure party as a guarantee of the payment of rates, charges, refunds, credits or other considerations due. Disputed payments are not "late payments" for purposes of this section unless the dispute is decided against a party by the Authority. The deposit may be in the form of cash, an Irrevocable Letter of Credit, Surety Bond or, in the alternative, some other form of security such as a UCC-1 filing on 'accounts receivable and proceeds'. No such deposit shall be required of a customer which is a successor of a company which has established credit and has no significant history of late payments. Such deposit may not exceed the actual or estimated rates and charges or considerations due for a two month period. The fact that a deposit has been made in no way relieves either party from complying with the other party's regulations as to the prompt payment of bills. At such time as the provision of service is terminated, the amount of any deposits will be credited to the appropriate parties' account and any credit balance will be refunded.

Such a deposit will be refunded or credited to a party's account when a depositor has established a one-year prompt payment record at any time prior to the termination of the provision of service. In the case of cash deposits, for the period the deposit is held, the depositor will receive simple interest at the rate of 1% per month (.000329 per day) or 12% annually. The rate will be calculated from the date the deposit is received up to and including the date such deposit is credited to the depositor's account or refunded. Should a deposit be credited to an account, no interest will accrue on the deposit from the date such deposit is credited to the depositor's account.

If any party feels that this provision is being misapplied or abused, such party may petition the Authority for appropriate relief.

As of January 15, 2004, BellSouth has not taken a position on the above language.

Timing and Process

Aeneas requests that the TRA convene a status conference as soon as possible to establish a procedural schedule for the submission of testimony and discovery requests and the conduct of the evidentiary hearing in this matter. Aeneas also requests mediation prior to the hearing dates for possible settlement of outstanding issues.

Standard of Review

This arbitration must be resolved pursuant to the standards established in Sections 251 and 252 of the Act, and the effective rules adopted by the Federal Communications Commission (the “FCC”) in the Local Competition Order. See 47 U.S.C. 251, 252; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, First Report and Order, 11 FCC Red 13042 (1996) (“Local Competition Order”). Section 252(c) of the Act requires a state commission resolving open issues through arbitration to:

- (1) ensure that such resolution and conditions meet the requirements of Section 251, including the regulations prescribed by the [FCC] pursuant to Section 251; [and]
- (2) establish any rates for interconnection, services, or network elements according to subsections (d) [of Section 252].

The TRA must make an affirmative determination that the rates, terms, and conditions that it prescribes in this arbitration proceeding for interconnection are consistent with the requirements of Sections 251 (b)-(c) and Sections 252(c) of the Act.

Under Section 251(b), 47 U.S.C. 251(b), each local exchange carrier has the following duties:

- (1) the duty not to prohibit, and not to impose unreasonable or discriminator conditions or limitations on, the resale of its telecommunications service;
- (2) the duty to provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the FCC;
- (3) the duty to provide dialing parity to competing providers of telephone exchange service and telephone toll service, and the duty to

permit all such providers to have nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listing, with no unreasonable dialing delays;

(4) the duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier to competing providers of telecommunications services on rates, terms, and conditions that are consistent with Section 224 of the Act; and

(5) the duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications.

Section 251(c) states that each incumbent local exchange carrier, such as BellSouth, has the following additional duties:

(1) the duty to negotiate in good faith;

(2) the duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network for the transmission and routing of telephone exchange service and exchange access at any technically feasible point within the carrier's network that is at least equal in quality to that provided by the local exchange carrier to itself, or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection on rates, terms and conditions that are just, reasonable and nondiscriminatory.

(3) the duty to provide, to any requesting telecommunications carrier, nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory and in such a manner that allows requesting carriers to combine such elements in order to provide such telecommunication service;

(4) the duty to offer for resale and wholesale rates any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers and not to prohibit, and not to

impose unreasonable or discriminatory conditions or limitations on the resale of such services;

(5) the duty to provide reasonable public notice of changes in the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks; and

(6) the duty to provide, on rates, terms and conditions that are just, reasonable and nondiscriminatory, for physical collocation of equipment necessary for interconnection or access to unbundled network elements at the premises of the local exchange carrier, except that virtual collocation may be provided if the local exchange carrier demonstrates to the State commission that physical collocation is not practical for technical reasons or because of space limitations.

Section 252 (d) sets forth the applicable pricing standards for interconnection and network element charges as well as for transport and termination of traffic. Section 252(d)(1) states in pertinent part that determinations by a State commission of the just and reasonable rate for the interconnection of facilities and equipment and the just and reasonable rate for network elements shall be (i) based on the cost (determined by reference of a rate-of-return or other rate-based proceeding) of providing the interconnection or network element (whichever is applicable), (ii) nondiscriminatory, and (iii) may include a reasonable profit. 47 U.S.C. 252(d)(1). Sections 252(d)(2) further states in pertinent part that a State commission shall not consider the terms and conditions for reciprocal compensation [for transport and termination] to be just and reasonable unless (i) such terms and conditions provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of another carrier; and (ii) such terms and conditions determine such costs on the basis of a reasonable approximation of the additional costs of terminating such calls. 47 U.S.C. 252(d)(2)

Conclusion

WHEREAS, for the foregoing reasons, Aeneas respectfully request that the TRA arbitrate this matter in accordance with the Act; upon hearing this matter and receiving evidence regarding the issues contained in the petition, require incorporation of Aeneas' position on each disputed issue into a successor Interconnection Agreement to be executed between Aeneas and BellSouth; and for such other, more general or specific relief as is just and proper.

This the 20th day of January 2004.

Paul Rice *by the*

Paul F. Rice, Attorney for Aeneas
Communications, LLC
PO Box 277
Jackson, TN 38302

Certificate of Service

I certify that on this the 20th day of January, 2004, a true and accurate copy of the foregoing document was forwarded by US Mail to:

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

Paul Rice *by the*

Paul F. Rice, BPR 011114

AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and <<customer_name>> (<<customer_short_name>>), a Tennessee corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or <<customer_short_name>> or both as a "Party" or "Parties."

W I T N E S S E T H

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

WHEREAS, <<customer_short_name>> is or seeks to become a CLEC authorized to provide telecommunications services in the state of Tennessee; and

WHEREAS, <<customer_short_name>> wishes to resell BellSouth's telecommunications services and purchase network elements and other services, and, solely in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement); and

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

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

Definitions

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

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

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

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

General Terms and Conditions means this document including all of the terms, provisions and conditions set forth herein.

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.).

1. CLEC Certification

- 1.1 Prior to execution of this Agreement, <<customer_short_name>> agrees to provide BellSouth in writing <<customer_short_name>>'s CLEC certification for all states covered by this Agreement prior to BellSouth filing this Agreement with the appropriate Commission for approval.
- 1.2 To the extent <<customer_short_name>> is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, <<customer_short_name>> will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement. Upon notification, BellSouth will file this Agreement with the appropriate Commission for approval.

2. Term of the Agreement

- 2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state of Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 2.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, BellSouth shall continue to offer services to <<customer_short_name>> pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 2.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.

3. Operational Support Systems

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

4. Parity

When <<customer_short_name>> purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates, subsidiaries and End Users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to <<customer_short_name>> shall be at least equal in quality to that which BellSouth provides to itself, its Affiliates or any other Telecommunications carrier. The quality of the interconnection between the network of BellSouth and the network of <<customer_short_name>> 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 BellSouth's End Users and service quality as perceived by <<customer_short_name>>.

5. White Pages Listings

- 5.1 BellSouth shall provide <<customer_short_name>> and its customers access to white pages directory listings under the following terms:
- 5.1.1 Listings. <<customer_short_name>> shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include <<customer_short_name>> residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Interconnection Agreement. Directory listings will make no distinction between <<customer_short_name>> and BellSouth subscribers.
- 5.1.2 Rates. So long as <<customer_short_name>> provides subscriber listing information (SLI) to BellSouth in accordance with Section 5.2 below, BellSouth shall provide to <<customer_short_name>> one (1) primary White Pages listing per <<customer_short_name>> subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.
- 5.2 Procedures for Submitting <<customer_short_name>> SLI are found in The BellSouth Business Rules for Local Ordering.
- 5.2.1 <<customer_short_name>> authorizes BellSouth to release all <<customer_short_name>> SLI provided to BellSouth by <<customer_short_name>> to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such <<customer_short_name>> SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 5.2.2 No compensation shall be paid to <<customer_short_name>> for BellSouth's receipt of <<customer_short_name>> SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of <<customer_short_name>>'s SLI, or costs on an ongoing basis to administer the release of <<customer_short_name>> SLI, <<customer_short_name>> shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of <<customer_short_name>>'s SLI, <<customer_short_name>> will be notified. If <<customer_short_name>> does not wish to pay its proportionate share of these reasonable costs, <<customer_short_name>> may instruct BellSouth that it does not wish to release its SLI to independent publishers, and <<customer_short_name>> shall amend this Agreement accordingly. <<customer_short_name>> will be liable for all costs incurred until the effective date of the amendment.
- 5.2.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by <<customer_short_name>> under this Agreement. <<customer_short_name>> shall indemnify, hold harmless and defend BellSouth

and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate <<customer_short_name>> listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to <<customer_short_name>> any complaints received by BellSouth relating to the accuracy or quality of <<customer_short_name>> listings.

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

5.3 Unlisted/Non-Published Subscribers. <<customer_short_name>> will be required to provide to BellSouth the names, addresses and telephone numbers of all <<customer_short_name>> customers who wish to be omitted from directories. Unlisted/Non-Published SLI will be subject to the rates as set forth in BellSouth's General Subscriber Services Tariff.

5.4 Inclusion of <<customer_short_name>> End Users in Directory Assistance Database. BellSouth will include and maintain <<customer_short_name>> subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and <<customer_short_name>> shall provide such Directory Assistance listings to BellSouth at no recurring charge.

5.5 Listing Information Confidentiality. BellSouth will afford <<customer_short_name>>'s directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.

5.6 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

5.7 Directories. BellSouth or its agent shall make available White Pages directories to <<customer_short_name>> subscribers at no charge or as specified in a separate agreement with BellSouth's agent.

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

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

- 6.2 Subpoenas Directed to <<customer_short_name>>. Where BellSouth is providing to <<customer_short_name>> Telecommunications Services for resale or providing to <<customer_short_name>> the local switching function, then <<customer_short_name>> agrees that in those cases where <<customer_short_name>> receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to <<customer_short_name>> End Users, and where <<customer_short_name>> does not have the requested information, <<customer_short_name>> will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 6.1 above.
- 6.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.
7. **Liability and Indemnification**
- 7.1 <<customer_short_name>> Liability. In the event that <<customer_short_name>> consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of <<customer_short_name>> under this Agreement.
- 7.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to <<customer_short_name>> for any act or omission of another Telecommunications company providing services to <<customer_short_name>>.
- 7.3 Limitation of Liability
- 7.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
- 7.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the

other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

- 7.3.3 Neither BellSouth nor <<customer_short_name>> shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 7.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 7.4 Indemnification for Certain Claims. The Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving 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 End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.
- 7.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

8. Intellectual Property Rights and Indemnification

8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the “Marks”) of the Other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the Other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the Other Party.

8.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable 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. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

8.3 Intellectual Property Remedies

8.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 preceding.

8.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who

owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:

- 8.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 8.3.2.2 obtain a license sufficient to allow such use to continue.
- 8.3.2.3 In the event Section 8.3.2.1 or 8.3.2.2 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.
- 8.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 8.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 8.4 Dispute Resolution. Any claim arising under this Section 8 shall be excluded from the dispute resolution procedures set forth in Section 10 and shall be brought in a court of competent jurisdiction.

9. Proprietary and Confidential Information

- 9.1 Proprietary and Confidential Information. It may be necessary for BellSouth and <<customer_short_name>>, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be

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

- 9.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.
- 9.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 9.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 9.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 9.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 9.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 9.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 9 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

10. Resolution of Disputes

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

11. Taxes

- 11.1 **Definition.** For purposes of this Section, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.
- 11.2 **Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.**
- 11.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- 11.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 11.3 **Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.**
- 11.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
- 11.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for 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.
- 11.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis 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.

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

purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

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

12. **Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by <<customer_short_name>>, 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.

13. Adoption of Agreements

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

14. Modification of Agreement

- 14.1 If <<customer_short_name>> 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 <<customer_short_name>> to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 14.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 14.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of <<customer_short_name>> or BellSouth to perform any material terms of this Agreement, <<customer_short_name>> or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

15. Non-waiver of Legal Rights

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or

otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

16. Indivisibility

The Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that neither Party would have contracted with respect to the provisioning of collocation space under this Agreement if the covenants and promises of the other Party with respect to the other services provided under this Agreement had not been made. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

17. Waivers

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

18. Governing Law

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

19. 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 in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date

thereof and, provided further, if the assignee is an assignee of <<customer_short_name>>, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, <<customer_short_name>> shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) <<customer_short_name>> pays all bills, past due and current, under this Agreement, or (2) <<customer_short_name>>'s assignee expressly assumes liability for payment of such bills.

20. Notices

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

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

Aeneas Communications, LLC.

Jonathan Harlan
115 Old Humboldt Road
Jackson, Tennessee 38305
Phone: 731-425-9200 X 222
Fax: 731-554-4440
E-Mail: jharlan@aeneas.net

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

- 20.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in

the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

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

21. Rule of Construction

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

22. Headings of No Force or Effect

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

23. Multiple Counterparts

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

24. Filing of Agreement

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

25. Compliance with Applicable Law

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

26. Necessary Approvals

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

27. Good Faith Performance

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

28. Nonexclusive Dealings

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

29. Rate True-Up

29.1 This section applies to Network Interconnection and/or Unbundled Network Elements and Other Services rates that are expressly subject to true-up under this Agreement.

29.2 The designated true-up rates 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. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates 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 shall submit the matter to the Dispute Resolution process in accordance with the provisions of Section 10 of the General Terms and Conditions of this Agreement.

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

30. Survival

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

31. Entire Agreement

31.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 31.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and <<customer_short_name>> acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

31.2 This Agreement includes Attachments with provisions for the following:

Resale
Network Elements and Other Services
Network Interconnection
Collocation
Access to Numbers and Number Portability
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
Billing
Rights-of-Way, Conduits and Pole Attachments
Performance Measurements
BellSouth Disaster Recovery Plan
Bona Fide Request/New Business Request Process

31.3 The following services are included as options for purchase by <<customer_short_name>> pursuant to the terms and conditions set forth in this

Agreement. <<customer_short_name>> may elect to purchase said services by written request to its Local Contract Manager if applicable:

Optional Daily Usage File (ODUF)

Enhanced Optional Daily Usage File (EODUF)

Access Daily Usage File (ADUF)

Line Information Database (LIDB) Storage

Centralized Message Distribution Service (CMDS)

Calling Name (CNAM)

LNP Data Base Query Service

Attachment 1

Resale

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RESALE

1. Discount Rates

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

2. Definition of Terms

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

3. General Provisions

- 3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to <<customer_short_name>> for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.
- 3.1.1 When <<customer_short_name>> provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- 3.1.2 In Tennessee, if <<customer_short_name>> does not resell Lifeline service to any end users, and if <<customer_short_name>> agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.
- 3.1.2.1 In the event <<customer_short_name>> resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon <<customer_short_name>> and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service end users, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).
- 3.1.2.2 <<customer_short_name>> must provide written notification to BellSouth within 30 days prior to either providing its own operator services/ directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.
- 3.2 <<customer_short_name>> 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:
- 3.2.1 <<customer_short_name>> must resell services to other End Users.
- 3.2.2 <<customer_short_name>> cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.
- 3.3 <<customer_short_name>> will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from <<customer_short_name>> for said services.

- 3.4 <<customer_short_name>> will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.
- 3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of <<customer_short_name>>. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of <<customer_short_name>>. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.5.1 When an End User of <<customer_short_name>> or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the End User's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5.2 BellSouth and <<customer_short_name>> will refrain from contacting an End User who has placed or whose selected carrier has placed on the End User's behalf an order to change the End User's service provider from BellSouth or <<customer_short_name>> to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 Where BellSouth provides resold services to <<customer_short_name>>, BellSouth will provide <<customer_short_name>> with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. <<customer_short_name>> acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. <<customer_short_name>> 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, <<customer_short_name>> shall return unused intermediate telephone

numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

- 3.8 BellSouth will allow <<customer_short_name>> to designate up to 100 intermediate telephone numbers per CLLIC, for <<customer_short_name>>'s sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. <<customer_short_name>> acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.
- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to <<customer_short_name>>'s End Users, pursuant to Section 6 of the General Terms and Conditions.
- 3.13 If <<customer_short_name>> or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, <<customer_short_name>> has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to <<customer_short_name>> remain the property of BellSouth.
- 3.15 White page directory listings for <<customer_short_name>> End Users will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.16 Service Ordering and Operational Support Systems (OSS)
 - 3.16.1 <<customer_short_name>> must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available the interactive interfaces by which <<customer_short_name>> may submit a Local Service Request (LSR) electronically as set forth in Attachment 2

of this Agreement. Service orders will be in a standard format designated by BellSouth.

- 3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit E to this Agreement. 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 set forth in Exhibit E to this Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 3.16.3 Denial/Restoral OSS Charge. In the event <<customer_short_name>> provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.
- 3.16.4 Cancellation OSS Charge. <<customer_short_name>> will incur an OSS charge for an accepted LSR that is later canceled.
- 3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
 - Call Forward Busy Line ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.
- 3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for <<customer_short_name>> per the Bona Fide Request/New Business Request process as set forth in Attachment 6 of this Agreement.
- 3.19 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.20 In the event <<customer_short_name>> acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to <<customer_short_name>> that Special Assembly at the wholesale discount at <<customer_short_name>>'s option. <<customer_short_name>> shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.

- 3.21 BellSouth shall provide 911/E911 for <<customer_short_name>> customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate <<customer_short_name>> customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the <<customer_short_name>> customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.22 BellSouth shall bill, and <<customer_short_name>> shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.
- 3.23 Pursuant to 47 CFR Section 51.617, BellSouth shall bill to <<customer_short_name>>, and <<customer_short_name>> shall pay, the End User common line charges identical to the End User common line charges BellSouth bills its End Users.
- 4. BellSouth's Provision of Services to <<customer_short_name>>**
- 4.1 Resale of BellSouth services shall be as follows:
- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A27 Shared Tenant Service Tariff in the state of Tennessee.
- 4.1.3 BellSouth reserves the right to periodically audit services purchased by <<customer_short_name>> to establish authenticity of use. Such audit shall not occur more than once in a calendar year. <<customer_short_name>> shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by <<customer_short_name>> for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.
- 4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific

tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.

- 4.3 <<customer_short_name>> may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.
- 4.4 If <<customer_short_name>> cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.
- 4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas
- 4.5.1 BellSouth will in some instances provision resold services in accordance with the General Subscriber Services Tariff and Private Line Tariffs jointly with an Independent Company or other Competitive Local Exchange Carrier.
- 4.5.2 When <<customer_short_name>> assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.
- 4.5.3 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to <<customer_short_name>>.
- 4.5.4 <<customer_short_name>> must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming an end user account where such circumstances apply.
- 4.5.5 Specific guidelines regarding such services are available on BellSouth's website @ www.interconnection.bellsouth.com.

5. Maintenance of Services

- 5.1 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.2 <<customer_short_name>> or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.3 <<customer_short_name>> accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

- 5.4 <<customer_short_name>> will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, <<customer_short_name>> shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.6 BellSouth will bill <<customer_short_name>> for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.7 BellSouth reserves the right to contact <<customer_short_name>>'s End Users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

- 6.1 After receiving certification as a local exchange carrier from the applicable regulatory agency, <<customer_short_name>> will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services ("master account"). <<customer_short_name>> is required to provide the following before a master account is established: blanket letter of authorization, misdirected number form, 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 deposit and tax exemption certificate, if applicable.
- 6.1.1 If <<customer_short_name>> needs to change its OCN(s) under which it operates when <<customer_short_name>> has already been conducting business utilizing those OCN(s), <<customer_short_name>> shall bear all costs incurred by BellSouth to convert <<customer_short_name>> <<customer_short_name>> to the new OCN(s). OCN conversion charges include all time required to make system updates to all of <<customer_short_name>>'s end user customer records. Appropriate charges will appear in the OC&C section of <<customer_short_name>>'s bill.
- 6.2 <<customer_short_name>> shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that <<customer_short_name>> will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for <<customer_short_name>>'s End User customer.
- 6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from <<customer_short_name>> to BellSouth or will accept a request from another CLEC for conversion of the End User's service from <<customer_short_name>> to such other CLEC. Upon completion of the

conversion BellSouth will notify <<customer_short_name>> that such conversion has been completed.

7. Discontinuance of Service

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

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

7.1.2 At the request of <<customer_short_name>>, BellSouth will disconnect a <<customer_short_name>> End User customer.

7.1.3 All requests by <<customer_short_name>> for denial or disconnection of an End User for nonpayment must be in writing.

7.1.4 <<customer_short_name>> will be made solely responsible for notifying the End User of the proposed disconnection of the service.

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

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

8.1 Upon request for BellSouth Operator Call Processing, BellSouth shall:

8.1.1 . Process 0+ and 0- dialed local calls

8.1.3 .2 Process 0+ and 0- intraLATA toll calls.

- 8.1.4 Process calls that are billed to <<customer_short_name>> end user's calling card that can be validated by BellSouth.
- 8.1.5 Process person-to-person calls.
- 8.1.6 Process collect calls.
- 8.1.7 Provide the capability for callers to bill a third party and shall also process such calls.
- 8.1.8 Process station-to-station calls.
- 8.1.9 Process Busy Line Verify and Emergency Line Interrupt requests.
- 8.1.10 Process emergency call trace originated by Public Safety Answering Points.
- 8.1.11 Process operator-assisted directory assistance calls.
- 8.1.12 Adhere to equal access requirements, providing <<customer_short_name>> local end users the same IXC access that BellSouth provides its own operator service.
- 8.1.13 Exercise at least the same level of fraud control in providing Operator Service to <<customer_short_name>> that BellSouth provides for its own operator service.
- 8.1.14 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 8.1.15 Direct customer account and other similar inquiries to the customer service center designated by <<customer_short_name>>.
- 8.1.16 Provide call records to <<customer_short_name>> in accordance with ODUF standards.
- 8.1.17 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 8.2 Directory Assistance Service
- 8.2.1 Directory Assistance Service provides local and non-local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 8.2.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by <<customer_short_name>>'s end user. BellSouth shall provide caller-optional directory assistance call completion service at rates set forth in BellSouth's General Subscriber Services Tariff to one of the provided listings.

8.3.1 Directory Assistance Service Updates

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

8.3.2 New end user connections

8.3.3 End user disconnections

8.3.4 End user address changes

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

8.4 Branding for Operator Call Processing and Directory Assistance

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

8.4.2 BellSouth offers three branding offering options to <<customer_short_name>> when ordering BellSouth's Directory Assistance and Operator Call Processing: BellSouth Branding, Unbranding and Custom Branding.

8.4.3 Upon receipt of the branding order from <<customer_short_name>>, the order is considered firm after ten (10) business days. Should <<customer_short_name>> decide to cancel the order, written notification to <<customer_short_name>>'s BellSouth Account Executive is required. If <<customer_short_name>> decides to cancel after ten (10) business days from receipt of the branding order, <<customer_short_name>> shall pay all charges per the order.

8.4.4 Branding via Originating Line Number Screening (OLNS)

8.4.4.1 BellSouth Branding, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via OLNS software. When utilizing this method of Unbranding or Custom Branding <<customer_short_name>> shall not be required to purchase dedicated trunking.

8.4.4.2 BellSouth Branding is the default branding offering.

8.4.4.3 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance <<customer_short_name>> must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not

required. To Implement Unbranding and Custom Branding via OLNS software, <<customer_short_name>> must submit a manual order form which requires, among other things, <<customer_short_name>>'s OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. <<customer_short_name>> shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon <<customer_short_name>>'s purchase of Unbranding and Custom Branding using OLNS software for any particular TOPS, all <<customer_short_name>> end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

- 8.4.4.4 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Exhibit E of this Attachment. In addition to the charges for Unbranding and Custom Branding via OLNS software, <<customer_short_name>> shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Call Processing platforms as set forth in Exhibit E of this Attachment.
- 8.4.5 Selective Call Routing using Line Class Codes (SCR-LCC)
- 8.4.5.1 Where <<customer_short_name>> resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route <<customer_short_name>>'s end user calls to that provider through Selective Call Routing.
- 8.4.5.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for <<customer_short_name>> to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.
- 8.4.5.3 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service and certain PBX services.
- 8.4.5.4 Where available, <<customer_short_name>> specific and unique line class codes are programmed in each BellSouth end office switch where <<customer_short_name>> intends to service end users with customized OCP/DA branding. The line class codes specifically identify <<customer_short_name>>'s end users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and <<customer_short_name>> intends to provide

<<customer_short_name>>-branded OCP/DA to its end users in these multiple rate areas.

- 8.4.5.5 BellSouth Branding is the default branding offering.
- 8.4.5.6 SCR-LCC supporting Custom Branding and Self Branding require <<customer_short_name>> to order dedicated transport and trunking from each BellSouth end office identified by <<customer_short_name>>, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the <<customer_short_name>> Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for transport and trunks are set forth in applicable BellSouth Tariffs.
- 8.4.5.7 The rates for SCR-LCC are as set forth in Exhibit E of this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office.
- 8.4.5.8 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by <<customer_short_name>> to the BellSouth Tops. The calls are routed to "No Announcement."
- 8.4.6 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which <<customer_short_name>> requires service.
 - 8.4.6.1 Directory Assistance customized branding uses:
 - 8.4.6.2 the recording of <<customer_short_name>>
 - 8.4.6.3 the loading of the recording in each switch.
 - 8.4.6.4 Operator Call Processing customized branding uses:
 - 8.4.6.5 the recording of <<customer_short_name>>
 - 8.4.6.6 2 the loading of the recording in each switch.
 - 8.4.6.7 the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.

9. Line Information Database (LIDB)

- 9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.
- 9.2 BellSouth will provide LIDB Storage upon written request to <<customer_short_name>>'s Account Manager stating a requested activation date.

10. RAO Hosting

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

11. Optional Daily Usage File (ODUF)

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

12. Enhanced Optional Daily Usage File (EODUF)

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

Version 1Q03: 02/28/03

LINE INFORMATION DATA BASE (LIDB)**RESALE STORAGE AGREEMENT****I. Definitions (from Addendum)**

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by <<customer_short_name>>.
- G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by <<customer_short_name>>.
- J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.
- K. Originating Line Number Screening ("OLNS") - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to BellSouth by <<customer_short_name>> for originating line numbers.

- L. Account Owner - name of the local exchange telecommunications company that is providing dialtone on a subscriber line.

II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of <<customer_short_name>> and pursuant to which BellSouth, its LIDB customers and <<customer_short_name>> shall have access to such information. In addition, this Agreement sets forth the terms and conditions for <<customer_short_name>>'s provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. <<customer_short_name>> 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 <<customer_short_name>>, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Resale Agreement upon notice to <<customer_short_name>>'s account team and/or Local Contract Manager activate this LIDB Storage Agreement. The General Terms and Conditions of the Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.
- B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:
1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether <<customer_short_name>> has identified the billing number as one that should not be billed for collect or third number calls.
 2. Calling Card Validation

BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
 3. OLNS

BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of <<customer_short_name>> from which a call originates.

4. GetData

BellSouth is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of <<customer_short_name>> indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify <<customer_short_name>> of fraud alerts so that <<customer_short_name>> may take action it deems appropriate.

III. Responsibilities of the Parties

- A. BellSouth will administer all data stored in the LIDB, including the data provided by <<customer_short_name>> pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to <<customer_short_name>> for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate <<customer_short_name>>'s data from BellSouth's data, the following shall apply:

- (1) BellSouth will identify <<customer_short_name>> end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. <<customer_short_name>> is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their end users.
- (2) BellSouth shall have no obligation to become involved in any disputes between <<customer_short_name>> and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to <<customer_short_name>>. It shall be the responsibility of

<<customer_short_name>> and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

- A. <<customer_short_name>> will not be charged a fee for storage services provided by BellSouth to <<customer_short_name>>, as described in this LIDB Resale Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by <<customer_short_name>> in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Optional Daily Usage File

1. Upon written request from <<customer_short_name>>, BellSouth will provide the Optional Daily Usage File (ODUF) service to <<customer_short_name>> pursuant to the terms and conditions set forth in this section.
2. <<customer_short_name>> shall furnish all relevant information required by BellSouth for the provision of the ODUF.
3. The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a <<customer_short_name>> customer.
4. Charges for ODUF will appear on <<customer_short_name>>'s monthly bills. The charges are as set forth in Exhibit E to this Attachment. ODUF charges are billed once a month for the previous month's usage. <<customer_short_name>> will be billed at the ODUF rates that are in effect at the end of the previous month.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
 - 5.1 Messages that error in <<customer_short_name>>'s billing system will be the responsibility of <<customer_short_name>>. If, however, <<customer_short_name>> should encounter significant volumes of errored messages that prevent processing by <<customer_short_name>> within its systems, BellSouth will work with <<customer_short_name>> to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the ODUF feed.
 - 6.1 ODUF Message to be Transmitted
 - 6.1.1 The following messages recorded by BellSouth will be transmitted to <<customer_short_name>>:
 - Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
 - Measured billable Local
 - Directory Assistance messages
 - IntraLATA Toll

- WATS and 800 Service
 - N11
 - Information Service Provider Messages
 - Operator Services Messages
 - 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 ODUF. 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 ODUF. Any duplicate messages detected will be deleted and not sent to <<customer_short_name>>.
- 6.1.4 In the event that <<customer_short_name>> detects a duplicate on ODUF they receive from BellSouth, <<customer_short_name>> will drop the duplicate message and will not return the duplicate to BellSouth).
- 6.2 ODUF Physical File Characteristics
- 6.2.1 The ODUF will be distributed to <<customer_short_name>> via CONNECT:Direct or Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 6.2.2 Data circuits (private line or dial-up) will be required between BellSouth and <<customer_short_name>> for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, <<customer_short_name>> will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. <<customer_short_name>> 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 data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to <<customer_short_name>>. Additionally, all message toll

charges associated with the use of the dial circuit by <<customer_short_name>> will be the responsibility of <<customer_short_name>>. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on <<customer_short_name>> end for the purpose of data transmission will be the responsibility of <<customer_short_name>>.

- 6.2.3 If <<customer_short_name>> utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of <<customer_short_name>>.

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

The data will be packed using ATIS EMI records.

6.4 ODUF Pack Rejection

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

6.5 ODUF Control Data

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

6.6 ODUF Testing

- 6.6.1 Upon request from <<customer_short_name>>, BellSouth shall send test files to <<customer_short_name>> for the ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that <<customer_short_name>> set up a production (live) file. The live test may consist of <<customer_short_name>>'s employees making test calls for the types of services <<customer_short_name>> requests on the ODUF. These test calls are logged by <<customer_short_name>>, 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 <<customer_short_name>>, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to <<customer_short_name>> 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. <<customer_short_name>> shall furnish all relevant information required by BellSouth for the provision of the EODUF.
3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for delivery of the EODUF will appear on <<customer_short_name>>'s monthly bills. EODUF charges are billed at the EODUF rates that are in effect at the end of the previous month. The charges are as set forth in Exhibit E to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of <<customer_short_name>> will be the responsibility of <<customer_short_name>>. If, however, <<customer_short_name>> should encounter significant volumes of errored messages that prevent processing by <<customer_short_name>> within its systems, BellSouth will work with <<customer_short_name>> to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the EODUF feed.
 - 7.1 **Usage To Be Transmitted**
 - 7.1.1 The following messages recorded by BellSouth will be transmitted to <<customer_short_name>>:

Customer usage data for flat rated local call originating from <<customer_short_name>>'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 O DUF. Any duplicate messages detected will be deleted and not sent to <<customer_short_name>>.

7.1.3 In the event that <<customer_short_name>> detects a duplicate on EODUF they receive from BellSouth, <<customer_short_name>> will drop the duplicate message (<<customer_short_name>> will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

7.2.1 The EODUF feed will be distributed to <<customer_short_name>> via Connect: Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The EODUF messages will be intermingled among <<customer_short_name>>'s Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format. 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 holiday.

7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and <<customer_short_name>> for the purpose of data transmission as set forth in Section 6.2.2 above.

7.2.3 If <<customer_short_name>> utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of <<customer_short_name>>.

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 OCN, From (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <<customer_short_name>> which BellSouth RAO is sending the message. BellSouth and <<customer_short_name>> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <<customer_short_name>> and resend the data as appropriate.

The data will be packed using ATIS EMI Records.

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 Aeneas Communications in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment 2. The price for each unbundled network element and combination of unbundled Network Elements are set forth in Exhibit C of this Agreement.
- 1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements are consistent with the requirements of the FCC 51.319 rule. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."
- 1.2.1 Except as otherwise required by law, BellSouth shall not impose limitation restrictions or requirements or request for the use of the network elements or combinations that would impair the ability of Aeneas Communications to offer telecommunications service in the manner Aeneas Communications intends.
- 1.2.2 Except upon request by Aeneas Communications, 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 Aeneas Communications, and to the extent technically feasible, provide to Aeneas Communications access to its network elements for the provision of Aeneas Communications's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.4 Aeneas Communications may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner Aeneas Communications chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by Aeneas

Communications for combining to the designated Aeneas Communications collocation space. The network elements shall be provided as set forth in this Attachment.

- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 1.6 In the event that any effective legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.
- 1.7 Aeneas Communications will adopt and adhere to the standards contained in the applicable BellSouth Operational Understanding regarding maintenance of service.
- 1.8 Standards for Network Elements
 - 1.8.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
 - 1.8.2 If one or more of the requirements set forth in this Agreement are in conflict, the Parties shall mutually agree on which requirement shall apply. If the Parties cannot reach agreement, the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.
- 1.9 **Rates**

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

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

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

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

2.1 Unbundled Loops

2.1.1 Definition

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

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

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

2.1.5 "Order Coordination" refers to standard BellSouth service order coordination involving the reuse of facilities for SL2 voice loops and all digital loops, where Aeneas Communications is requesting that their loop order be provisioned over an existing circuit that is currently providing service to the end user. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and Aeneas Communications will be advised.

2.1.6 "Order Coordination – Time Specific" refers to service order coordination in which Aeneas Communications 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. Aeneas Communications may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Aeneas Communications specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied

according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

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

*Order Coordination-Time Specific charge for orders due on same day at same location will be applied on a per LSR basis.

- 2.1.7 Where facilities are available, BellSouth will install loops in compliance with BellSouth's Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by Aeneas Communications, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply. If Aeneas Communications cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.
- 2.1.8 If Aeneas Communications modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by Aeneas Communications.
- 2.1.9 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

- 2.1.10 SL1 loops will be non-designed, will not have test points, and will not come with any OCor engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If Aeneas Communications requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.1.11 SL2 loops shall have test points, will be designed with a design layout record provided to Aeneas Communications, and will be provided with OC. The OC feature will allow Aeneas Communications to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.1.12 BellSouth will also offer Unbundled Digital Loops (UDL). UDL will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a Design Layout Record (DLR).

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

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

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

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

- 2.1.14 In addition to the UVLs and UDLs, BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters, may have up to 6kft of bridged tap and will have up to 1300 ohms of resistance. The long UCL (beyond 18kft) will be any dry copper pair longer than 18kft and may have up to 12kft of bridged tap and up to 2800 ohms of resistance. Unbundled Loop Modifications (ULM) may be used when a CLEC wants to condition copper loops by removing load coils and other intervening equipment. In almost every case, the UCL long will require ULM to remove load coils. BellSouth will only ensure electrical continuity and balance relative to tip and ring on UCLs.
- 2.1.15 The UCL is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC will be offered as a chargeable option on all UCL loops. OC is required on UCLs where a reuse of existing facilities has been requested by Aeneas Communications. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.
- 2.1.16 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. Aeneas Communications may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of Aeneas Communications's choosing. Aeneas Communications will determine the type of service that will be provided over the loop.
- 2.1.17 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, Aeneas Communications agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.
- 2.1.18 The UCL loop shall be provided to Aeneas Communications in accordance with BellSouth's Technical Reference 73600.
- 2.1.19 Aeneas Communications will be responsible for testing and isolating troubles on the loops. Once Aeneas Communications has isolated a trouble to the BellSouth provided loop, Aeneas Communications will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

- 2.1.20 If Aeneas Communications reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge Aeneas Communications for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.21 If Aeneas Communications reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge Aeneas Communications for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.22 Technical Requirements
- 2.1.22.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). If a requested loop type is not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet Aeneas Communications's request.
- 2.1.22.2 Aeneas Communications will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.1.22.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.2 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by Aeneas Communications will be consistent with industry standards and BellSouth's TR73600.
- 2.1.22.4 Aeneas Communications 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 Aeneas Communications 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 Aeneas Communications 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, Aeneas Communications will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Aeneas Communications can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Aeneas

Communications will determine the type of service that will be provided over the loop. In some cases, Aeneas Communications may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of these activities.

2.1.22.6 In those cases where Aeneas Communications has requested that BellSouth modify a loop so that it no longer meets the technical parameters of the original loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL.

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

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

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

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

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

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

2.3 **Integrated Digital Loop Carriers**

2.3.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit Aeneas Communications to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide Aeneas Communications with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to

determine the additional costs required to provision the loop facilities. Aeneas Communications will then have the option of paying the SC rates to place the loop facilities or Aeneas Communications may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.).

2.4 **Network Interface Device**

2.4.1 Definition

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

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

2.4.3 Access to Network Interface Device (NID)

2.4.3.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), Aeneas Communications may access the end user's wire by any of the following means: BellSouth shall allow Aeneas Communications to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. It is the responsibility of Aeneas Communications to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID.

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

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

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

- 2.4.3.5 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be the CLEC's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally- recognized-testing-laboratory-listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored. If CLEC does not wish to accept these responsibilities, other options exist in which BellSouth installs a NID for the CLEC as a chargeable option.
- 2.4.3.6 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.4.3.7 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.4.3.8 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with Aeneas Communications 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 Aeneas Communications's NID, consistent with the NID's function at the Effective Date of this Agreement.
- 2.4.4.3 Where a BellSouth NID exists, it is provided in its "as is" condition. Aeneas Communications may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8. When Aeneas Communications deploys its own local loops with respect to multiple-line termination devices, Aeneas Communications 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 Aeneas Communications Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

- 2.5.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and may connect to Aeneas Communications at Aeneas Communications's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

2.6 Sub-loop Elements

- 2.6.1 Where facilities permit and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System. BellSouth shall provide non-discriminatory access, in accordance with FCC Rule 51.311 and Section 251(c) (3) of the Act, to the sub-loop on an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment.

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

- 2.6.2.1 Unbundled Sub-Loop Distribution;
- 2.6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and
- 2.6.2.3 Unbundled Sub-Loop Feeder.

2.7 Unbundled Sub-Loop (distribution facilities)

- 2.7.1 Definition

- 2.7.1.1 Subject to applicable and effective FCC rules and orders, the unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. Following are the current sub-loop distribution offerings:
 - 2.7.1.1.1 Voice grade Unbundled Sub-Loop Distribution (USL-D) is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises.
 - 2.7.1.1.2 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the voice grade Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services.
 - 2.7.1.1.3 Unbundled Copper Sub-Loop (UCSL) is a non-loaded copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation.
 - 2.7.1.1.3.1 If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.
- 2.7.2 If Aeneas Communications requests a UCSL and a non-loaded pair is not available, Aeneas Communications may order Unbundled Sub-Loop Modification to remove load coils and/or bridge tap from an existing sub-loop facility. If load coils are removed from an existing sub-loop, that sub-loop will be classified as a UCSL. Aeneas Communications may order Loop Make-up to determine what loop modifications will be required.
- 2.7.3 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USL-D and UCSL, Aeneas Communications would be required to deliver a cable to the BellSouth remote terminal or cross-box in the field to provide continuity to Aeneas Communications's feeder facilities. This cable would be connected, by a BellSouth technician, within the BellSouth RT/cross-box during the set-up process. Aeneas Communications's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.7.4 Unbundled Sub-Loop – Intrabuilding Network Cable (USL-INC) (a.k.a. riser cable) is the distribution facility inside a subscriber's building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-INC includes the facility from the cross-connect device in the

building equipment room up to and including the point of demarcation, at the end user's premises.

- 2.7.4.1 In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel for the purpose of accessing USL-INC pairs. The cross-connect panel will function as a single point of interconnection (SPOI) for USL-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for Aeneas Communications's use on this cross-connect panel. Aeneas Communications will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.7.5 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where Aeneas Communications has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in Section 2.7.6. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in Section 2.7) to accommodate Aeneas Communications's request for Unbundled Sub-Loops, Aeneas Communications may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. Aeneas Communications will have the option of paying the SC charges to modify the BellSouth facilities.
- 2.7.6 Set-up work must be completed before Aeneas Communications can order sub-loop pairs. During the set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.7.6.1 Once the set-up is complete, the CLEC will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when Aeneas Communications requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by Aeneas Communications for sub-loop pairs, expedite charges will apply for intervals less than 5 days.
- 2.7.6.2 Unbundled Sub-Loop shall be equal to or better than each of the applicable requirements set forth in the applicable industry standard technical references.
- 2.7.6.3 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.8 **Unbundled Network Terminating Wire (UNTW)**

- 2.8.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to Aeneas Communications pursuant to the following terms and conditions at rates as set forth in this Attachment.
- 2.8.2 Definition
- 2.8.2.1 Subject to applicable and effective FCC rules and orders, UNTW is a dedicated transmission facility that BellSouth provides from the Wiring Closet /Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user's point of demarcation. UNTW is the final portion of the loop owned by BellSouth.
- 2.8.3 Requirements
- 2.8.3.1 On a multi-unit premises where Provisioning Party owns the network terminating wire, and by request of Requesting Party, Provisioning Party will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 2.8.3.2 In new construction where possible, both Parties may at their option and with the property owner's agreement install their own Network Terminating Wire (NTW). In existing construction, the Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.8.3.3 Upon notice from the Requesting Party to the Provisioning Party that the Requesting Party desires access to the Provisioning Party's UNTW pairs in a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for Access Terminal installation, location and addresses of the Access Terminals and to discuss an estimated completion date. Upon completion of site visit, the Requesting Party will submit a Service Inquiry (SI) to the person or organization designated by the Provisioning Party to receive the SI. The SI will initiate the work for the Provisioning Party to begin the Access Terminal installation. In multi-tenant unit (MTU) scenarios, Provisioning Party will provide access to UNTW pairs on an Access Terminal(s). By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet on the requested MTU. All the UNTW pairs served by a Garden Terminal/Wiring Closet will be made available on the Access Terminals. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal unless the Provisioning Party or another service provider is using the pair to concurrently provide service. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring

the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 2.8.3.4 Provisioning Party will use best efforts to complete installation of the Access Terminals within 30 business days of the receipt by the Provisioning Party of the Service Inquiry from the Requesting Party.
- 2.8.3.5 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained.
- 2.8.3.6 Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). Aeneas Communications will report use of the UNTW pairs on a Local Service Request (LSR) form submitted to BellSouth's Local Carrier Service Center (LCSC).
- 2.8.3.7 Requesting Party will isolate and report repair problems to the UNE center. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.8 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting such usage to BellSouth, the following charges shall apply in addition to any fines which may be established by state commissions and any other remedies at law or in equity available to the Provisioning Party:
- 2.8.3.10 If Requesting Party issued a LSR to disconnect an end-user from BellSouth in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.
- 2.8.3.11 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

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

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

2.9.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of Aeneas Communications's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of Aeneas Communications's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

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

2.10 **Unbundled Sub-Loop Feeder**

2.10.1 Definition

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

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

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

2.10.4 USLF will provide the facilities needed to provision a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This

element will allow for the connection of Aeneas Communications's loop distribution elements onto BellSouth's feeder system.

2.10.5 **Requirements**

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

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

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

2.11 **Dark Fiber**

2.11.1 Definition

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

2.11.2 Requirements

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

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

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

- 2.11.2.4 BellSouth shall use its best efforts to provide to Aeneas Communications 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 Aeneas Communications ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to one hundred and twenty (120) days after Confirmation, BellSouth shall hold such requested Dark Fiber for Aeneas Communications's use and may not allow any other Party to use such media, including BellSouth. If a Dark Fiber firm order is not received within the one hundred and twenty day period, the fiber will revert to BellSouth's Dark Fiber inventory.
- 2.11.2.5 BellSouth shall use its best efforts to make Dark Fiber available to Aeneas Communications within thirty (30) business days after it receives written confirmation from Aeneas Communications that the Dark Fiber previously deemed available by BellSouth is wanted for use by Aeneas Communications. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Aeneas Communications to connect or splice Aeneas Communications provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 2.11.2.6 Dark Fiber shall meet the manufacturer's design specifications.
- 2.11.2.7 Aeneas Communications may splice and test Dark Fiber obtained from BellSouth using Aeneas Communications or Aeneas Communications designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.
- 2.12 **Rates**
- The prices that Aeneas Communications shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.
- 2.13 **Operational Support Systems (OSS)**
- 2.13.1 BellSouth has developed and made available the following electronic interfaces by which Aeneas Communications may submit LSRs electronically.
- | | |
|------|-----------------------------------|
| LENS | Local Exchange Navigation System |
| EDI | Electronic Data Interchange |
| TAG | Telecommunications Access Gateway |
- 2.13.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs

submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

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

2.13.3 Denial/Restoral OSS Charge

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

2.13.4 Cancellation OSS Charge

- 2.13.4.1 Aeneas Communications will incur an OSS charge for an accepted LSR that is later canceled by Aeneas Communications.

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

2.13.5 Network Elements and Other Services Manual Additive

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

2.14 **Preordering Loop Makeup (LMU)**

2.14.1 Description of Service

- 2.14.1.1 BellSouth shall make available to Aeneas Communications loop makeup (LMU) data for BellSouth's network facilities. This section addresses LMU as a *preordering* transaction, distinct from Aeneas Communications ordering any other

service(s). Loop Makeup *Service Inquiries (LMUSI)* for preordering loop makeup are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

- 2.14.1.2 BellSouth will provide Aeneas Communications with loop makeup information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; the loop length; and the wire gauge. The LMUSI may be utilized by Aeneas Communications for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data services. The determination shall be made solely by Aeneas Communications and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.
- 2.14.1.3 BellSouth's LMU information is provided to Aeneas Communications as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.
- 2.14.1.4 BellSouth offers LMU information for the sole purpose of allowing Aeneas Communications to determine whether, in Aeneas Communications's judgment, BellSouth's loops will support the specific services that Aeneas Communications wishes to provide over those loops. Aeneas Communications may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop; however, such configurations may not match BellSouth's or the industry's standards and specifications for the intended type and level of service. Accordingly, Aeneas Communications shall be responsible for insuring that the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR matches the LMU of the facility requested. Aeneas Communications bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. Aeneas Communications bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with Aeneas Communications's equipment for accomplishing Aeneas Communications's end goal for the intended service it wishes to provide its end-user(s). Aeneas Communications is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.
- 2.14.2 Submitting Loop Makeup Service Inquiries
- 2.14.2.1 Aeneas Communications will be able to obtain LMU information by submitting a LMUSI mechanically or manually. **Mechanized** LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the resulting loop data from the mechanized LMUSI process, if Aeneas Communications determines that it needs further loop data information in order to make a determination of loop service capability, Aeneas Communications may

initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 2.14.3. Mechanized LMU has been made available for limited deployment to those CLECs that have effective X-Digital Subscriber Line (xDSL) Beta Test Agreements in place with BellSouth. CLECs will be notified once a successful Beta Test has been completed, and mechanized LMU shall then be available to Aeneas Communications.

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

2.14.3 LMUSI Types and Associated Charges

Aeneas Communications may request LMU information by submitting LMUSIs in accordance with the rate elements in Exhibit C.

- 2.14.3.1 Aeneas Communications will be assessed a nonrecurring charge for each facility queried as specified in Exhibit C. Rates for all states are interim and subject to true-up pending approval of final rates by the respective State Commissions. True-ups will be retroactive to the effective date of this Agreement.
- 2.14.3.2 Aeneas Communications may reserve facilities for up to four (4) days in connection with a LMUSI. Reserved facilities for which Aeneas Communications does not plan to place a UNE local service request (LSR) should be cancelled by Aeneas Communications. Should Aeneas Communications wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).
- 2.14.3.3 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU data is returned to Aeneas Communications for the facility queried. During this holding time and prior to Aeneas Communications's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, BellSouth does not guarantee that a reservation will assure Aeneas Communications's ability to order the exact facility reserved.
- 2.14.3.4 If Aeneas Communications does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.
- 2.14.3.5 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

2.14.4 Ordering of Other UNE Services

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

2.14.4.2 Where Aeneas Communications submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to Aeneas Communications the facility reserved as indicated on the return of the LMU. Multi-facility reservations per single RESID/FRN as provided with the mechanized LMUSI process are less likely to result in the specific assignment requested by Aeneas Communications. For those occasions when BellSouth cannot assign the specific facility reserved by Aeneas Communications during the LMU pre-ordering transaction, due to incomplete or incorrect information provided by Aeneas Communications during the ordering process, BellSouth will assign to Aeneas Communications, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by Aeneas Communications. If the ordered loop type is not available, Aeneas Communications may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

2.15 **Rates**

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

2.16 **Operational Support Systems (OSS)**

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

3. High Frequency Spectrum Network Element

3.1 General

- 3.1.1 BellSouth shall provide Aeneas Communications access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in Exhibit C. BellSouth shall provide Aeneas Communications with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.
- 3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Aeneas Communications the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 CFR Section 51.230, including, but not limited to, ADSL, HDSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Aeneas Communications shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. Aeneas Communications shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.
- 3.1.3 The following loop requirements are necessary for Aeneas Communications to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. BellSouth will provide Aeneas Communications access to the Unbundled Loop Modification (Line Conditioning), in accordance with Section 2.2 of this Agreement. BellSouth is not required to condition a loop for access to the high frequency spectrum if conditioning of that loop significantly degrades BellSouth's voice service. If Aeneas Communications requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Aeneas Communications shall pay for the loop to be restored to its original state.
- 3.1.4 Aeneas Communications's termination point is the point of termination for Aeneas Communications on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect Aeneas Communications's connecting block to the splitter. The splitter will route the

High Frequency Spectrum on the circuit to Aeneas Communications's xDSL equipment in Aeneas Communications's collocation space.

- 3.1.5 Aeneas Communications shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.
- 3.2 Provisioning of High Frequency Spectrum and Splitter Space
 - 3.2.1 BellSouth will provide Aeneas Communications with access to the High Frequency Spectrum as follows:
 - 3.2.1.1 BellSouth will install splitters within forty-two (42) calendar days of Aeneas Communications's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.
 - 3.2.1.2 Once a splitter is installed on behalf of Aeneas Communications in a central office, Aeneas Communications shall be entitled to order the High Frequency Spectrum on lines served out of that central office.
 - 3.2.1.2.1 BellSouth will bill and Aeneas Communications shall pay the SOMAN and SOMECH charges as described in Section 2.13 of this Agreement when Aeneas Communications orders High Frequency Spectrum for end-user service.
 - 3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Aeneas Communications access to data ports on the splitter. At least 30 days before making a change in splitter suppliers, BellSouth will provide Aeneas Communications with a carrier notification letter, informing Aeneas Communications of change. Aeneas Communications shall purchase ports on the splitter as set forth more fully below.
 - 3.2.1.4 BellSouth will install the splitter in (i) a common area close to the Aeneas Communications collocation area, if possible; or (ii) in a BellSouth relay rack as close to the Aeneas Communications DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified Aeneas Communications DS0 at such time that a Aeneas Communications end user's service is established.
 - 3.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and Aeneas Communications desires to continue providing xDSL service on such loop, Aeneas Communications shall be required to purchase a full stand-alone loop unbundled network element. In the event BellSouth disconnects

the end-user's voice service pursuant to its tariffs or applicable law, and Aeneas Communications desires to continue providing xDSL service on such loop, Aeneas Communications shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. To the extent commercially practicable, BellSouth shall give Aeneas Communications notice in a reasonable time prior to disconnect, which notice shall give Aeneas Communications an adequate opportunity to notify BellSouth of its intent to purchase such loop. In those cases in which BellSouth no longer provides voice service to the end user and Aeneas Communications purchases the full stand-alone loop, Aeneas Communications may elect the type of loop it will purchase. Aeneas Communications will pay the appropriate recurring and non-recurring rates for such loop as set forth in Exhibit C to this Attachment. In the event Aeneas Communications purchases a voice grade loop, Aeneas Communications acknowledges that such loop may not remain xDSL compatible.

- 3.2.1.6 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.
- 3.3 Ordering
 - 3.3.1 To order High Frequency Spectrum on a particular loop, Aeneas Communications must have a DSLAM collocated in the central office that serves the end-user of such loop. Aeneas Communications may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 3.2.1.1.
 - 3.3.2 BellSouth will devise a splitter order form that allows Aeneas Communications to order splitter ports in increments of 24 ports.
 - 3.3.2.1 BellSouth will provide Aeneas Communications the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
 - 3.3.3 BellSouth will provide access to the High Frequency Spectrum within the following target intervals: BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When Aeneas Communications submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide Aeneas Communications with access to the High Frequency Spectrum at the following target intervals:
 - 3.3.3.1 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

- 3.3.4 BellSouth will provide to Aeneas Communications BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering as described below.
- 3.3.5 BellSouth will provide Aeneas Communications access to the Preordering Loop Makeup (LMU), in accordance with Section 2.14 of this Agreement. BellSouth shall bill and Aeneas Communications shall pay the rates for such services, as described in Exhibit C.
- 3.4 Maintenance and Repair
- 3.4.1 Aeneas Communications shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. Aeneas Communications may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 3.4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point of demarcation in the central office. Aeneas Communications will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.4.3 Aeneas Communications shall inform its end users to direct data problems to Aeneas Communications, unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 3.4.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the loop.
- 3.4.5 In the event Aeneas Communications's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Aeneas Communications and allow twenty-four (24) hours to cure the trouble. If Aeneas Communications fails to resolve the trouble, BellSouth may discontinue Aeneas Communications's access to the High Frequency Spectrum on such loop.
- 3.5 **Rates**
- The prices that Aeneas Communications shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If Aeneas Communications purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.
- 3.6 **Operational Support Systems (OSS)**

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

4. Switching

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

4.1 Local Switching

4.1.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 4.1.3.3 to Aeneas Communications for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Aeneas Communications for the provision of a telecommunications service only in the limited circumstance described below in Section 4.4.

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

4.1.3 Local Circuit Switching Capability, including Tandem Switching Capability

4.1.3.1 Definition

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

4.1.3.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Aeneas Communications when Aeneas Communications serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's

local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

- 4.1.3.3 In the event that Aeneas Communications orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more 2-wire voice-grade loops from a BellSouth central office in an MSA listed above, BellSouth shall charge Aeneas Communications the market based rate in Exhibit C for use of the local circuit switching functionality for the affected facilities.
- 4.1.3.4 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by Aeneas Communications. Any features that are not currently then capable but are technically feasible through the switch can be requested through the NBR/BFR process.
- 4.1.3.5 BellSouth will provide to Aeneas Communications customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 10 of Attachment 2; (iii) for Aeneas Communications's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by Aeneas Communications. Aeneas Communications customers may use the same dialing arrangements as BellSouth customers.
- 4.1.3.6 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
- 4.1.3.7 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.
- 4.1.3.8 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to Aeneas Communications purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. Aeneas Communications customers may use the same dialing arrangements as BellSouth customers, but obtain a Aeneas Communications branded service.
- 4.1.4 Technical Requirements
- 4.1.4.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.

- 4.1.4.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.
- 4.1.4.3 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 4.1.4.4 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by Aeneas Communications will be made pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.
- 4.1.4.5 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 4.1.4.6 BellSouth shall activate service for Aeneas Communications customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to Aeneas Communications's services without loss of switch feature functionality as defined in this Agreement.
- 4.1.4.7 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 4.1.4.8 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 4.1.4.9 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 4.1.4.10 BellSouth shall perform manual call trace and permit customer originated call trace.
- 4.1.4.11 Special Services provided by BellSouth will include the following:
 - 4.1.4.11.1 Telephone Service Prioritization;
 - 4.1.4.11.2 Related services for handicapped;
 - 4.1.4.11.3 Soft dial tone where required by law; and
 - 4.1.4.11.4 Any other service required by law.

- 4.1.4.12 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 4.1.4.13 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 4.1.4.14 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to Aeneas Communications, upon a reasonable request from Aeneas Communications. Aeneas Communications will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 4.1.4.15 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party.
- 4.1.4.16 BellSouth shall offer to Aeneas Communications all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services
- 4.1.4.17 Where capacity exists, BellSouth shall assign each Aeneas Communications customer line the class of service designated by Aeneas Communications (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Aeneas Communications customers to Aeneas Communications directory assistance operators at Aeneas Communications's option.
- 4.1.4.18 Where capacity exists, BellSouth shall assign each Aeneas Communications customer line the class of services designated by Aeneas Communications (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Aeneas Communications customers to Aeneas Communications operators at Aeneas Communications's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to Aeneas Communications Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
- 4.1.4.19 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.
- 4.1.5 Interface Requirements. BellSouth shall provide the following interfaces to loops:
 - 4.1.5.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 4.1.5.2 Coin phone signaling;

- 4.1.5.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
- 4.1.5.4 Two-wire analog interface to PBX;
- 4.1.5.5 Four-wire analog interface to PBX;
- 4.1.5.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 4.1.5.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
- 4.1.5.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 4.1.5.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 4.1.6 BellSouth shall provide access to the following but not limited to:
 - 4.1.6.1 SS7 Signaling Network or Multi-Frequency trunking if requested by Aeneas Communications;
 - 4.1.6.2 Interface to Aeneas Communications operator services systems or Operator Services through appropriate trunk interconnections for the system; and
 - 4.1.6.3 Interface to Aeneas Communications Directory Assistance Services through the Aeneas Communications switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other Aeneas Communications required access to interexchange carriers as requested through appropriate trunk interfaces.

4.2 **Tandem Switching**

4.2.1 Definition

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

4.2.2 Technical Requirements

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

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

- 4.2.2.2 Tandem Switching will provide screening as jointly agreed to by Aeneas Communications and BellSouth;
- 4.2.2.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
- 4.2.2.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Aeneas Communications;
- 4.2.2.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
- 4.2.2.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 4.2.2.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 4.2.3 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.
- 4.2.4 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLECs (e.g., between a CLEC end office and the end office of another CLEC).
- 4.2.5 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 4.2.6 Tandem Switching shall record billable events and send them to the area billing centers designated by Aeneas Communications. Tandem Switching will provide recording of all billable events as jointly agreed to by Aeneas Communications and BellSouth.
- 4.2.7 Upon a reasonable request from Aeneas Communications, 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 Aeneas Communications.
- 4.2.8 BellSouth shall maintain Aeneas Communications's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 4.2.9 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.

- 4.2.10 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by Aeneas Communications and BellSouth.
- 4.2.11 Tandem Switching shall process originating toll-free traffic received from Aeneas Communications's local switch.
- 4.2.12 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 4.2.13 Interface Requirements
 - 4.2.13.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
 - 4.2.13.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
 - 4.2.13.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
 - 4.2.13.4 Tandem Switching shall interconnect with Aeneas Communications's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At Aeneas Communications's request, Tandem Switching shall record and keep records of traffic for billing.
 - 4.2.13.5 Tandem Switching shall provide an alternate final routing pattern for Aeneas Communications's traffic overflowing from direct end office high usage trunk groups.
 - 4.2.13.6 Tandem Switching shall be equal to or better than the requirements for Tandem Switching set forth in the applicable technical references.
- 4.3 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**
 - 4.3.1 BellSouth will provide AIN Selective Carrier Routing at the request of Aeneas Communications. AIN Selective Carrier Routing will provide Aeneas Communications with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

- 4.3.2 Aeneas Communications shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.
- 4.3.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
- 4.3.4 Where AIN Selective Carrier Routing is utilized by Aeneas Communications, the routing of Aeneas Communications's end user calls shall be pursuant to information provided by Aeneas Communications and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed' basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.
- 4.3.5 Upon ordering of AIN Selective Carrier Routing Regional Service, Aeneas Communications shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit C of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit C of this Attachment. For each Aeneas Communications end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit C of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. Aeneas Communications shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit C of this Attachment.
- 4.3.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.
- 4.3.7 The non-recurring End Office Establishment Charge will be billed to the client following BellSouth's normal monthly billing cycle for this type of order.
- 4.3.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The non-recurring End-User

Establishment Charges will be billed to the client following BellSouth's normal monthly billing cycle for this type of order.

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

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

4.4 **Packet Switching Capability**

4.4.1 Definition

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

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

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

4.4.2.2 There are no spare copper loops capable of supporting the xDSL services Aeneas Communications seeks to offer;

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

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

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

4.5 **Interoffice Transmission Facilities**

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

4.6 Rates

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

4.7 Operational Support Systems (OSS)

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

5. Unbundled Network Element Combinations

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

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

5.3. Enhanced Extended Links (EELs)

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

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

- 5.3.3 BellSouth shall provide EEL combinations to Aeneas Communications in Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to Aeneas Communications those EEL combinations described in Section 5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to Aeneas Communications in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to Aeneas Communications only to the extent such network elements are Currently Combined.
- 5.3.4 EEL Combinations
- 5.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop
- 5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop
- 5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 5.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 5.3.5 EEL combinations for DS1 level and above will be available only when Aeneas Communications provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least

five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.

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

5.3.7 Special Access Service Conversions

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

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

- 5.3.7.1.2 Aeneas Communications certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at Aeneas Communications's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

- 5.3.7.1.3 Aeneas Communications certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Aeneas Communications does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
- 5.3.7.2 In addition, there may be extraordinary circumstances where Aeneas Communications is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.7.1. In such case, Aeneas Communications may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon Aeneas Communications's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 5.3.7.3 BellSouth may at its sole discretion audit Aeneas Communications records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and Aeneas Communications shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, Aeneas Communications shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Aeneas Communications is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from Aeneas Communications.
- 5.3.7.4 Aeneas Communications may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.
- 5.3.8 Rates
- 5.3.8.1 Georgia

- 5.3.8.2 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.
- 5.3.8.3 On an interim basis, for combinations of loop and transport network elements not set forth in Section 5.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.
- 5.3.8.4 To the extent that Aeneas Communications 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, Aeneas Communications, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.
- 5.3.8.5 All Other States
 - 5.3.8.5.1 Subject to Section 5.3.2 and 5.3.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.
- 5.3.8.6 Multiplexing
 - 5.3.8.6.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.
- 5.4 **Other Network Element Combinations**
 - 5.4.1.1 In the state of Georgia, BellSouth shall make available to Aeneas Communications, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to Aeneas Communications, in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.
 - 5.4.2 Rates
 - 5.4.2.1 Georgia

- 5.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.
- 5.4.2.1.2 On an interim basis, for Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.
- 5.4.2.1.3 To the extent that Aeneas Communications 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, Aeneas Communications, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.
- 5.4.2.2 All Other States
 - 5.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.
- 5.5 **UNE/Special Access Combinations**
 - 5.5.1 Additionally, BellSouth shall make available to Aeneas Communications a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent Aeneas Communications will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.3.7.
 - 5.5.2 Rates
 - 5.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit C and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.
- 5.6 **Port/Loop Combinations**
 - 5.6.1 At Aeneas Communications's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.6.3 below, that are Currently Combined in BellSouth's network except as specified in Sections 5.6.1.1 and 5.6.1.2 below.

- 5.6.1.1 BellSouth shall not provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
- 5.6.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to Aeneas Communications if Aeneas Communications's customer has 4 or more DS0 equivalent lines.
- 5.6.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:
 - 5.6.2.1 In Georgia, BellSouth shall provide to Aeneas Communications combinations of port and loop network elements to Aeneas Communications on an unbundled basis regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.
 - 5.6.2.2 In all other states, BellSouth shall provide to Aeneas Communications combinations of port and loop network elements on an unbundled basis if such combinations are Currently Combined, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.
 - 5.6.2.3 In all states other than Georgia, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to Aeneas Communications combinations of port and loop network elements that are not Currently Combined. The rates for such combinations shall be negotiated by the Parties.
 - 5.6.2.4 In those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to Aeneas Communications combinations of port and loop network elements whether or not such combinations are Currently Combined. The rates for Currently Combined combinations are the market based rates as set forth in Exhibit C. The rates for not Currently Combined combinations shall be negotiated by the Parties.
- 5.6.3 Combination Offerings

- 5.6.3.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.7 **Rates**

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

5.8 **Operational Support Systems (OSS)**

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

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

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

6.1 **Transport**

- 6.1.1 Interoffice transmission facility network elements include:

- 6.1.1.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and Aeneas Communications.
- 6.1.1.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics;
- 6.1.1.3 Common (Shared) transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.
- 6.2 BellSouth shall:
 - 6.2.1 Provide Aeneas Communications exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
 - 6.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Aeneas Communications could use to provide telecommunications services;
 - 6.2.3 Permit, to the extent technically feasible, Aeneas Communications to connect such interoffice facilities to equipment designated by Aeneas Communications, including but not limited to, Aeneas Communications's collocated facilities; and
 - 6.2.4 Permit, to the extent technically feasible, Aeneas Communications to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.
- 6.3 **Common (Shared) Transport**
 - 6.3.1 Definition of Common (Shared) Transport
 - 6.3.1.1 Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport.
 - 6.3.2 Technical Requirements of Common (Shared) Transport
 - 6.3.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements

specified for Central Office to Central Office (“CO to CO”) connections in the appropriate industry standards.

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

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

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

6.4 **Dedicated Transport**

6.4.1 Definitions

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

6.4.3 Unbundled Local Channel

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

6.4.5 Unbundled Interoffice Channel.

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

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

6.4.7.1 As capacity on a shared UNE facility.

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

6.4.8 When Dedicated Transport is provided it shall include:

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

- 6.4.8.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.
- 6.4.9 Rates for Dedicated Transport are listed in this Attachment. For those states that do not contain rates in this Attachment the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true up, and the Parties will amend the Agreement to reflect the new rates.
- 6.4.10 Technical Requirements
- 6.4.10.1 This Section sets forth technical requirements for all Dedicated Transport.
- 6.4.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Aeneas Communications designated traffic.
- 6.4.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.
- 6.4.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
- 6.4.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 6.4.10.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 6.4.10.6.1 DS0 Equivalent;
 - 6.4.10.6.2 DS1;
 - 6.4.10.6.3 DS3;
 - 6.4.10.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
 - 6.4.10.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by Aeneas Communications.

- 6.4.11 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
- 6.4.11.1 BellSouth Technical References:
- 6.4.11.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
- 6.4.11.3 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995.
- 6.4.11.4 TR 73525 MegaLink[®] Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 6.4.12 Provided that the facility is used to transport a significant amount of local exchange services Aeneas Communications shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

6.5 **Unbundled Channelization**

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

- 6.5.3.3 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.
- 6.5.4 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.
- 6.5.5 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.
- 6.5.6 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.
- 6.5.7 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.
- 6.5.8 Technical Requirements
 - 6.5.8.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.
 - 6.5.8.2 DS0 to DS1 Channelization
 - 6.5.8.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions. DS0 to DS1 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73525, MegaLink[®] Service, MegaLink[®] Channel Service, MegaLink[®] Plus Service, and MegaLink[®] Light Service Interface and Performance Specification.
 - 6.5.8.3 DS1 to DS3 Channelization
 - 6.5.8.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. DS1 to DS3 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73501, LightGate[®] Service Interface and Performance Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.
 - 6.5.8.4 DS1 to STS Channelization
 - 6.5.8.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings. DS1 to STS Channelization

requirements are essentially the same as defined in BellSouth Technical Reference TR 73501, LightGate® Service Interface and Performance Specifications.

6.6 Dark Fiber

6.6.1 Definition

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

6.6.3 Requirements

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

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

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

6.6.3.4 BellSouth shall use its best efforts to provide to Aeneas Communications 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 Aeneas Communications ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to one hundred and twenty (120) days after Confirmation, BellSouth shall hold such requested Dark Fiber for Aeneas Communications's use and may not allow any other Party to use such media, including BellSouth. If a Dark Fiber firm order is not received within the one hundred and twenty day period, the Dark Fiber will revert to BellSouth's Dark Fiber inventory.

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

connect or splice Aeneas Communications provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

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

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

6.7 **Rates**

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

6.8 **Operational Support Systems (OSS)**

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

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

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

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

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

7.1.2 Technical Requirements

- 7.1.2.1 BellSouth shall provide Aeneas Communications with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.
- 7.1.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by Aeneas Communications.
- 7.1.2.3 The SCP shall also provide, at Aeneas Communications'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 Aeneas Communications shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. . If Aeneas Communications purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

7.3 **Operational Support Systems (OSS)**

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

8 **Line Information Database (LIDB)**

- 8.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.
- 8.2 BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.
 - 8.2.1 Definition
 - 8.2.2 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains

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

8.2.3 Technical Requirements

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

8.2.4.1 BellSouth shall process Aeneas Communications's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Aeneas Communications 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 Aeneas Communications, BellSouth shall provide Aeneas Communications with a list of the customer data items, which Aeneas Communications 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 Aeneas Communications data to the LIDB shall be solely at the direction of Aeneas Communications. Such direction from Aeneas Communications 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 Aeneas Communications data upon Aeneas Communications'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 Aeneas Communications customer records will be missing from LIDB, as measured by Aeneas Communications audits. BellSouth will audit Aeneas Communications records in LIDB against DBAS to identify record mismatches and provide this data to a designated Aeneas Communications contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Aeneas Communications within one business day of audit. Once reconciled records are received back from Aeneas Communications, 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 Aeneas Communications 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 Aeneas Communications'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 Aeneas Communications 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 Aeneas Communications and BellSouth.
- 8.2.4.11 BellSouth shall prevent any access to or use of Aeneas Communications 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 Aeneas Communications in writing.
- 8.2.4.12 BellSouth shall provide Aeneas Communications 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 Aeneas Communications at least at parity with BellSouth Customer Data. BellSouth shall obtain from Aeneas Communications the screening information associated with LIDB Data Screening of Aeneas Communications 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 Aeneas Communications under the BFR/NBR as set forth in General Terms and Conditions.
- 8.2.4.13 BellSouth shall accept queries to LIDB associated with Aeneas Communications 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 Aeneas Communications shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If Aeneas Communications purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.
- 8.4 **Operational Support Systems (OSS)**
- The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.
9. **Signaling**
- 9.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Signaling Transport Services.
- 9.2 BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.
- 9.3 **Signaling Link Transport**
- 9.3.1 Definition Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

9.3.2 Technical Requirements

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

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

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

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

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

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

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

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

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

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

9.3.5.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

9.3.5.3.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

9.3.5.3.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

9.3.5.4 Interface Requirements

9.3.5.4.1 There shall be a DS1 (1.544 Mbps) interface at the Aeneas Communications designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

9.4 **Signaling Transfer Points (STPs)**

- 9.4.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
- 9.4.2 Technical Requirements
- 9.4.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
- 9.4.2.1.1 BellSouth Local Switching or Tandem Switching;
- 9.4.2.1.2 BellSouth Service Control Points/DataBases;
- 9.4.2.1.3 Third-party local or tandem switching;
- 9.4.2.1.4 Third-party-provided STPs.
- 9.4.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 9.4.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a Aeneas Communications 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 Aeneas Communications 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 Aeneas Communications 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 Aeneas Communications database, then Aeneas Communications agrees to provide BellSouth with the Destination Point Code for the Aeneas Communications database.

- 9.4.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
 - 9.4.2.6.1 MTP Routing Verification Test (MRVT); and
 - 9.4.2.6.2 SCCP Routing Verification Test (SRVT).
- 9.4.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Aeneas Communications 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 Aeneas Communications and BellSouth.
- 9.4.2.8 STPs shall be on parity with BellSouth.
- 9.4.2.9 SS7 Advanced Intelligent Network (AIN) Access
 - 9.4.2.9.1 When technically feasible and upon request by Aeneas Communications, 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 Aeneas Communications SS7 network to exchange TCAP queries and responses with a Aeneas Communications SCP.
 - 9.4.2.9.2 SS7 AIN Access shall provide Aeneas Communications SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and Aeneas Communications 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 Aeneas Communications 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 Aeneas Communications or Aeneas Communications-designated local switching systems or STPs to the BellSouth SS7 network:

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

9.4.3.1.2 A B-link interface from Aeneas Communications 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 Aeneas Communications local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Aeneas Communications 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 Aeneas Communications 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 Aeneas Communications local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Aeneas Communications 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 Aeneas Communications local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Aeneas Communications 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 Aeneas Communications from any signaling point or network interconnected through BellSouth's SS7 network where the Aeneas Communications 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 Aeneas Communications in accordance with the following requirements.
- 9.5.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 9.5.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 9.5.3.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 9.5.4 Database Availability

9.5.4.1 Call processing databases shall have a maximum unscheduled unavailability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Aeneas Communications 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 Aeneas Communications local Signaling Transfer Point Switches (STP) and Aeneas Communications 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), Aeneas Communications 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 Aeneas Communications or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 9.7.5 If traffic is routed based on dialed or translated digits between a Aeneas Communications 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 Aeneas Communications local STPs and BellSouth or other third-party local switch.
- 9.7.6 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 9.7.7 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
- 9.7.7.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 9.7.7.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 9.7.7.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.7.8 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Aeneas Communications local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Aeneas Communications local STPs, and shall not include SCCP Subsystem Management of the destination.
- 9.7.9 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 9.7.10 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

- 9.7.11 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 9.7.12 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
 - 9.7.12.1 MTP Performance, as specified in ANSI T1.111.6;
 - 9.7.12.2 SCCP Performance, as specified in ANSI T1.112.5; and
 - 9.7.12.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 9.7.13 Interface Requirements
 - 9.7.13.1 BellSouth shall offer the following SS7 Network Interconnection options to connect Aeneas Communications or Aeneas Communications-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
 - 9.7.13.1.1 A-link interface from Aeneas Communications local or tandem switching systems; and
 - 9.7.13.1.2 B-link interface from Aeneas Communications 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 Aeneas Communications local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Aeneas Communications 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 Aeneas Communications will work jointly to establish mutually acceptable SPOI.
 - 9.7.13.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
 - 9.7.13.5 BellSouth shall set message screening parameters to accept messages from Aeneas Communications local or tandem switching systems destined to any signaling point

in the BellSouth SS7 network with which the Aeneas Communications 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 Aeneas Communications shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If Aeneas Communications purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

9.9 Operational Support Systems (OSS)

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

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

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

10.2 Operator Systems

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

10.3 Operator Service

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

10.3.2 Requirements

- 10.3.2.1 When Aeneas Communications 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 Aeneas Communications end user's calling card that can be validated by BellSouth.
- 10.3.2.1.4 BellSouth shall complete person-to-person calls.
- 10.3.2.1.5 BellSouth shall complete collect calls.
- 10.3.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.
- 10.3.2.1.7 BellSouth shall complete station-to-station calls.
- 10.3.2.1.8 BellSouth shall process emergency calls.
- 10.3.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 10.3.2.1.10 BellSouth shall process emergency call trace, as it does for its own end users prior to the Effective Date. Call must originate from a 911 provider.
- 10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 10.3.2.1.12 BellSouth shall adhere to equal access requirements, providing Aeneas Communications 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 Aeneas Communications 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 Aeneas Communications.
- 10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to Aeneas Communications 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 Aeneas Communications, the interface requirements shall conform to the then current established system interface

specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

10.4 Directory Assistance Service

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

10.4.2 Requirements

10.4.3 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Aeneas Communications'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, Aeneas Communications may request such requirement pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.

10.4.4 Directory Assistance Service Updates

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

10.4.4.1.1 New end user connections: BellSouth will provide service to Aeneas Communications 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 Aeneas Communications 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 Aeneas Communications 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 Aeneas Communications 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 Aeneas Communications to have its calls custom branded with Aeneas Communications'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 Aeneas Communications 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 Aeneas Communications 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 Aeneas Communications to order selective routing for each originating BellSouth end office identified by Aeneas Communications. Rates for Selective Routing are set forth in this Attachment.
- 10.4.6.3 Custom Branding and Self Branding require Aeneas Communications to order dedicated trunking from each BellSouth end office identified by Aeneas Communications, to either the BellSouth Traffic Operator Position System (TOPS) or Aeneas Communications 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 Aeneas Communications 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 Aeneas Communications to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, Interactive Voice Subsystem (IVS) and Network Applications Vehicle (NAV) equipment for which Aeneas Communications 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 Aeneas Communications 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. Aeneas Communications end users may use the same dialing arrangements as BellSouth end users, but obtain a Aeneas Communications 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 Aeneas Communications 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)). Aeneas Communications agrees that DADS will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, Aeneas Communications agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, Aeneas Communications authorizes the inclusion of Aeneas Communications Directory Assistance listings in the BellSouth Directory Assistance products.
 - 10.5.2 BellSouth shall provide Aeneas Communications initially with a base file of subscriber listings which reflect all listing change activity occurring since Aeneas Communications's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by Aeneas Communications and BellSouth. Aeneas Communications 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 Aeneas Communications on a Business, Residence, or combined Business and Residence basis. Aeneas Communications agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after Aeneas Communications receives the Base File.

10.5.4 BellSouth is authorized to include Aeneas Communications Directory Assistance Listing Information in its DADS. Any other use by BellSouth of Aeneas Communications 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 Aeneas Communications.

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

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

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

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

10.7.2 Technical Requirements

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

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

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

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

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.
- 11. **Calling Name (CNAM) Database Service**
 - 11.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.

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

11.6 Operational Support Systems (OSS)

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

12. Basic 911 and E911

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

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

12.5.2 E911 Service Provisioning. For E911 service, Aeneas Communications will be required to install a minimum of two dedicated trunks originating from the Aeneas Communications 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. Aeneas Communications will be required to provide BellSouth daily updates to the E911 database. Aeneas Communications 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, Aeneas Communications 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. Aeneas Communications 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 Aeneas Communications beyond applicable charges for BellSouth trunking arrangements.
- 12.5.4 Basic 911 and E911 functions provided to Aeneas Communications 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 Aeneas Communications to follow in providing 911/E911 services.

13. True-Up

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

- 13.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 13.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In

the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.

- 13.3 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated Agreement” under Section 252(e) of the Act.
- (a) 13.4 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Aeneas Communications specifically or upon all carriers generally, such as a generic cost proceeding.

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

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

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

II. FEES FOR SERVICE AND TAXES

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

III. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.
- C. This LIDB Storage Agreement constitutes the entire Agreement between Aeneas Communications and BellSouth with respect to the subject matter hereof and supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to LIDB Storage.

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

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

I. GENERAL

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

- 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 Aeneas Communications.

III. RESPONSIBILITIES OF PARTIES

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

IV. COMPLIANCE

Unless expressly authorized in writing by Aeneas Communications, 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 Aeneas Communications 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 Aeneas Communications access to the BellSouth CNAM SCP for query or record storage purposes.
- 2.2 Aeneas Communications 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 Aeneas Communications's access to BellSouth's CNAM Database Services and shall be addressed to Aeneas Communications's Account Manager.

3. Physical Connection and Compensation

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

| AND OTHER SERVICES | | | | | | | | | | |
|---|-------|---------|----------|-----|----------|----------|--------|---------|-----|-----|
| DESCRIPTION | USOC | AL | FL | GA | KY | LA | MS | NC | SC | TN |
| NID's | | | | | | | | | | |
| NID to NID Cross Connect, 2-Wire or 4-Wire, NRC | UNDC2 | \$11.63 | \$6.15 | NA | \$11.79 | \$11.72 | NA | \$11.68 | NA | NA |
| NID to NID Cross Connect, 2-Wire or 4-Wire, NRC | UNDC4 | \$11.63 | \$6.15 | NA | \$11.79 | \$11.72 | NA | \$11.68 | NA | NA |
| NID, 1-2 lines, per month | UND12 | NA | NA | NA | NA | NA | NA | NA | NA | NA |
| NRC - 1st | UND12 | TBD | \$94.50 | TBD | \$94.56 | \$93.90 | TBD | TBD | TBD | TBD |
| NRC - Add'l | UND12 | TBD | \$57.22 | TBD | \$57.28 | \$56.67 | TBD | TBD | TBD | TBD |
| NRC - Disconnect Charge - 1st | UND12 | TBD | NA | TBD | NA | NA | TBD | TBD | TBD | TBD |
| NRC - Disconnect Charge - Add'l | UND12 | TBD | NA | TBD | NA | NA | TBD | TBD | TBD | TBD |
| NRC - Service Order submitted Electronically, per LSR | SOMEC | \$3.50 | \$2.75 | NA | \$3.50 | \$3.50 | NA | \$3.50 | NA | TBD |
| NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMEC | NA | \$0.42 | NA | NA | NA | NA | NA | NA | TBD |
| NRC - Service Order submitted Manually, per LSR | SOMAN | NA | \$21.56 | NA | \$29.24 | NA | NA | NA | NA | TBD |
| NRC - Service Order submitted Manually, per LSR, Disconnect | SOMAN | NA | \$3.84 | NA | \$3.94 | NA | NA | NA | NA | TBD |
| NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | TBD | NA | TBD | NA | NA | TBD | TBD | TBD | TBD |
| NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | TBD | NA | TBD | NA | NA | TBD | TBD | TBD | TBD |
| NRC - Incremental Charge - Manual Service Order - Disconnect | SOMAN | TBD | NA | TBD | NA | NA | TBD | TBD | TBD | TBD |
| NID, 1-6 lines, per month | UND16 | NA | NA | NA | NA | NA | NA | NA | NA | NA |
| NRC - 1st | UND16 | TBD | \$136.75 | TBD | \$136.91 | \$135.29 | TBD | TBD | TBD | TBD |
| NRC - Add'l | UND16 | TBD | \$99.47 | TBD | \$99.63 | \$98.07 | TBD | TBD | TBD | TBD |
| NRC - Disconnect Charge - 1st | UND16 | TBD | NA | TBD | NA | NA | TBD | TBD | TBD | TBD |
| NRC - Disconnect Charge - Add'l | UND16 | TBD | NA | TBD | NA | NA | TBD | TBD | TBD | TBD |
| NRC - Service Order submitted Electronically, per LSR | SOMEC | \$3.50 | \$2.75 | NA | \$3.50 | \$3.50 | NA | \$3.50 | NA | TBD |
| NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMEC | NA | \$0.42 | NA | NA | NA | NA | NA | NA | TBD |
| NRC - Service Order submitted Manually, per LSR | SOMAN | NA | \$21.56 | NA | \$29.24 | NA | NA | NA | NA | TBD |
| NRC - Service Order submitted Manually, per LSR, Disconnect | SOMAN | NA | \$3.84 | NA | \$3.94 | NA | NA | NA | NA | TBD |
| NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | TBD | \$21.56 | TBD | NA | NA | TBD | TBD | TBD | TBD |
| NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | TBD | NA | TBD | NA | NA | TBD | TBD | TBD | TBD |
| NRC - Incremental Charge - Manual Service Order - Disconnect | SOMAN | TBD | \$3.84 | TBD | NA | NA | TBD | TBD | TBD | TBD |
| Nonrecurring Charge - customer transfer, feature additions, changes (1) | | \$5.00 | NA | NA | NA | NA | \$5.00 | NA | NA | NA |
| LOOP, EXCLUDING NID | | | | | | | | | | |
| 2-Wire Analog VG Loop (Standard), per month | | NA | NA | NA | \$18.20 | NA | NA | NA | NA | NA |
| NRC - 1st | | NA | NA | NA | \$86.08 | NA | NA | NA | NA | NA |
| NRC - Add'l | | NA | NA | NA | \$58.57 | NA | NA | NA | NA | NA |
| 2-Wire Analog VG Loop (Customized), per month | | NA | NA | NA | \$21.41 | NA | NA | NA | NA | NA |
| NRC - 1st | | NA | NA | NA | \$236.75 | NA | NA | NA | NA | NA |
| NRC - Add'l | | NA | NA | NA | \$177.10 | NA | NA | NA | NA | NA |
| 4-Wire Analog VG Loop (Standard), per month | | NA | NA | NA | \$26.38 | NA | NA | NA | NA | NA |
| NRC - 1st | | NA | NA | NA | \$457.14 | NA | NA | NA | NA | NA |
| NRC - Add'l | | NA | NA | NA | \$348.83 | NA | NA | NA | NA | NA |
| 2-Wire ISDN Digital Grade Loop (Standard), per month | | NA | NA | NA | \$29.65 | NA | NA | NA | NA | NA |
| NRC - 1st | | NA | NA | NA | \$541.28 | NA | NA | NA | NA | NA |
| NRC - Add'l | | NA | NA | NA | \$431.61 | NA | NA | NA | NA | NA |
| 2-Wire ADSL Loop (Standard), per month | | NA | NA | NA | \$10.63 | NA | NA | NA | NA | NA |
| NRC - 1st | | NA | NA | NA | \$713.50 | NA | NA | NA | NA | NA |
| NRC - Add'l | | NA | NA | NA | \$609.44 | NA | NA | NA | NA | NA |
| 2-Wire HDSL Loop (Standard), per month | | NA | NA | NA | \$7.40 | NA | NA | NA | NA | NA |
| NRC - 1st | | NA | NA | NA | \$713.50 | NA | NA | NA | NA | NA |
| NRC - Add'l | | NA | NA | NA | \$609.44 | NA | NA | NA | NA | NA |
| 4-Wire HDSL Loop (Standard), per month | | NA | NA | NA | \$9.70 | NA | NA | NA | NA | NA |
| NRC - 1st | | NA | NA | NA | \$748.93 | NA | NA | NA | NA | NA |
| NRC - Add'l | | NA | NA | NA | \$646.17 | NA | NA | NA | NA | NA |
| LOOP, INCLUDING NID | | | | | | | | | | |
| 2-Wire Analog VG Loop-SL1 | | | | | | | | | | |

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|---|-------|----------|----------|----------|----------|----------|----------|----------|----------|---------|
| RC - Zone 2, per month (Note 2) | UEAL4 | \$39.00 | \$35.51 | \$25.70 | \$39.14 | \$41.85 | \$29.67 | TBD | \$44.44 | \$20.79 |
| RC - Zone 3, per month (Note 2) | UEAL4 | \$70.67 | \$78.35 | \$40.85 | \$67.56 | \$65.47 | \$42.40 | TBD | \$58.85 | \$27.18 |
| RC - Zone 4, per month (Note 2) | UEAL4 | NA | NA | NA | NA | NA | \$55.96 | NA | NA | NA |
| NRC - 1st | UEAL4 | \$293.70 | \$141.00 | \$206.95 | \$457.14 | \$198.10 | \$289.06 | \$288.47 | \$383.39 | \$58.50 |
| NRC - Add'l | UEAL4 | \$241.76 | \$43.00 | \$170.57 | \$348.83 | \$163.26 | \$238.19 | \$237.45 | \$286.77 | \$31.00 |
| NRC - Disconnect Charge - 1st | UEAL4 | \$108.96 | \$122.15 | NA | NA | \$74.27 | \$108.14 | NA | NA | NA |
| NRC - Disconnect Charge - Add'l | UEAL4 | \$57.01 | \$27.42 | NA | NA | \$39.44 | \$57.28 | NA | NA | NA |
| NRC - Service Order submitted Electronically, per LSR | SOMEC | \$3.50 | \$2.75 | \$3.50 | \$3.50 | \$3.50 | \$3.50 | \$3.50 | \$3.50 | \$3.50 |
| NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMEC | NA | \$0.42 | NA | NA | NA | NA | NA | NA | TBD |
| NRC - Service Order submitted Manually, per LSR | SOMAN | NA | \$21.56 | NA | \$29.24 | NA | NA | NA | NA | \$19.99 |
| NRC - Service Order submitted Manually, per LSR, Disconnect | SOMAN | NA | \$3.84 | NA | \$3.94 | NA | NA | NA | NA | TBD |
| NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | \$27.37 | NA | \$18.94 | NA | \$18.14 | \$25.52 | \$26.94 | \$44.06 | 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 | \$36.18 | \$34.22 | \$36.18 | \$32.77 | \$45.27 | \$45.34 | \$45.43 | \$55.00 |
| 2-Wire ISDN Digital Grade Loop | | | | | | | | | | |
| RC - Statewide, per month | U1L2X | NA | NA | NA | NA | NA | NA | \$24.98 | NA | NA |
| RC - Zone 1, per month (Note 2) | U1L2X | \$23.23 | \$32.34 | \$21.89 | \$23.66 | \$21.15 | \$21.86 | TBD | \$26.68 | \$15.92 |
| RC - Zone 2, per month (Note 2) | U1L2X | \$37.74 | \$47.35 | \$25.27 | \$44.28 | \$36.22 | \$28.97 | TBD | \$40.24 | \$20.79 |
| RC - Zone 3, per month (Note 2) | U1L2X | \$68.38 | \$104.47 | \$40.17 | \$76.42 | \$74.19 | \$41.40 | TBD | \$53.29 | \$27.18 |
| RC - Zone 4, per month (Note 2) | U1L2X | NA | NA | NA | NA | NA | \$54.64 | NA | NA | NA |
| NRC - 1st | U1L2X | \$331.85 | \$306.00 | \$233.38 | \$541.28 | \$223.27 | \$326.38 | \$325.91 | \$423.04 | \$58.50 |
| NRC - Add'l | U1L2X | \$255.87 | \$283.00 | \$180.35 | \$431.61 | \$172.63 | \$252.00 | \$251.31 | \$301.75 | \$31.00 |
| NRC - Disconnect Charge - 1st | U1L2X | \$108.95 | \$111.10 | NA | NA | \$74.27 | \$108.14 | NA | NA | NA |
| NRC - Disconnect Charge - Add'l | U1L2X | \$57.01 | \$18.28 | NA | NA | \$39.44 | \$57.27 | NA | NA | NA |
| NRC - Service Order submitted Electronically, per LSR | SOMEC | \$3.50 | \$2.75 | \$3.50 | \$3.50 | \$3.50 | \$3.50 | \$3.50 | \$3.50 | \$3.50 |
| NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMEC | NA | \$0.42 | NA | NA | NA | NA | NA | NA | TBD |
| NRC - Service Order submitted Manually, per LSR | SOMAN | NA | \$21.56 | NA | \$29.24 | NA | NA | NA | NA | \$19.99 |
| NRC - Service Order submitted Manually, per LSR, Disconnect | SOMAN | NA | \$3.84 | NA | \$3.94 | NA | NA | NA | NA | TBD |
| NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | \$27.37 | NA | \$18.94 | NA | \$18.14 | \$25.52 | \$26.94 | \$44.42 | NA |
| NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | \$12.97 | NA | \$8.42 | NA | \$8.06 | \$11.34 | \$12.76 | \$13.55 | NA |
| NRC - Incremental Charge - Manual Service Order - Disconnect | SOMAN | \$17.77 | NA | NA | NA | \$11.41 | \$16.06 | NA | NA | NA |
| NRC - Incremental Charge - Order Coordination - Time Specific (per LSR) | OCOSL | \$45.99 | \$36.18 | \$34.22 | \$36.18 | \$32.77 | \$45.27 | \$45.34 | \$45.43 | \$55.00 |
| 2-Wire Universal Digital Carrier (UDC), statewide, per month | | | | | | | | | | |
| Zone 1, per month | UDC2X | NA | NA | NA | NA | NA | NA | \$24.98 | NA | NA |
| Zone 2, per month | UDC2X | \$23.23 | \$32.34 | \$21.89 | \$23.66 | \$21.15 | \$21.86 | TBD | \$26.68 | \$15.92 |
| Zone 3, per month | UDC2X | \$37.74 | \$47.35 | \$25.27 | \$44.28 | \$36.22 | \$28.97 | TBD | \$40.24 | \$20.79 |
| Zone 4, per month | UDC2X | \$68.38 | \$104.47 | \$40.17 | \$76.42 | \$74.19 | \$41.40 | TBD | \$53.29 | \$27.18 |
| NRC - 1st | UDC2X | NA | NA | NA | NA | NA | \$54.64 | NA | NA | NA |
| NRC - Add'l | UDC2X | \$331.85 | \$306.00 | \$233.38 | \$541.28 | \$223.27 | \$326.38 | \$325.91 | \$423.04 | \$58.50 |
| NRC - Disconnect Charge - 1st | UDC2X | \$255.87 | \$283.00 | \$180.35 | \$431.61 | \$172.63 | \$252.00 | \$251.31 | \$301.75 | \$31.00 |
| NRC - Disconnect Charge - Add'l | UDC2X | \$108.95 | \$111.10 | NA | NA | \$74.27 | \$108.14 | NA | NA | NA |
| NRC - Service Order submitted Electronically, per LSR | SOMEC | \$3.50 | \$2.75 | \$3.50 | \$3.50 | \$3.50 | \$3.50 | \$3.50 | \$3.50 | \$3.50 |
| NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMEC | NA | \$0.42 | NA | NA | NA | NA | NA | NA | TBD |
| NRC - Service Order submitted Manually, per LSR | SOMAN | NA | \$21.56 | NA | \$29.24 | NA | NA | NA | NA | \$19.99 |
| NRC - Service Order submitted Manually, per LSR, Disconnect | SOMAN | NA | \$3.84 | NA | \$3.94 | NA | NA | NA | NA | TBD |
| NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | \$27.37 | NA | \$18.94 | NA | \$18.14 | \$25.52 | \$26.94 | \$44.42 | NA |
| NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | \$12.97 | NA | \$8.42 | NA | \$8.06 | \$11.34 | \$12.76 | \$13.55 | NA |
| NRC - Incremental Charge - Manual Service Order - Disconnect | SOMAN | \$17.77 | NA | NA | NA | \$11.41 | \$16.06 | NA | NA | NA |
| NRC - Incremental Charge - Order Coordination - Time Specific (per LSR) | OCOSL | \$45.99 | \$36.18 | \$34.22 | \$36.18 | \$32.77 | \$45.27 | \$45.34 | \$45.43 | \$55.00 |
| 2-Wire ADSL Compatible Loop incl Man Svc Inquiry & Fac Reservation | | | | | | | | | | |
| RC - Statewide, per month | UAL2X | NA | NA | NA | NA | NA | NA | \$14.60 | NA | NA |
| RC - Zone 1, per month (Note 2) | UAL2X | \$12.09 | \$12.78 | \$11.23 | \$8.79 | \$11.90 | \$10.87 | TBD | \$17.10 | \$15.93 |
| RC - Zone 2, per month (Note 2) | UAL2X | \$19.64 | \$18.72 | \$12.97 | \$16.46 | \$20.43 | \$14.40 | TBD | \$25.79 | \$20.05 |
| RC - Zone 3, per month (Note 2) | UAL2X | \$35.59 | \$41.29 | \$20.62 | \$28.40 | \$41.73 | \$20.58 | TBD | \$34.15 | \$28.74 |

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|--|--|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | NRC - Disconnect Charge - 1st | UHL2W | \$106 65 | \$108 29 | NA | \$112 86 | \$112 32 | \$105 86 | NA | NA | NA |
| | NRC - Disconnect Charge - Add'l | UHL2W | \$56 98 | \$15 46 | NA | \$15 88 | \$15 81 | \$57 25 | NA | NA | NA |
| | NRC - Service Order submitted Electronically, per LSR | SOMEC | \$3 50 | \$2 75 | \$3 50 | \$3 50 | \$3 50 | \$3 50 | \$3 50 | \$3 50 | \$3 50 |
| | NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMEC | NA | \$0 42 | NA | NA | NA | NA | NA | NA | TBD |
| | NRC - Service Order submitted Manually, per LSR | SOMAN | NA | \$21 56 | NA | \$29 24 | NA | NA | NA | NA | \$19 99 |
| | NRC - Service Order submitted Manually, per LSR, Disconnect | SOMAN | NA | \$3 84 | NA | \$3 94 | NA | NA | NA | NA | TBD |
| | NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | \$27 37 | NA | \$18 94 | NA | \$18 14 | \$25 52 | \$25 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 | \$36 18 | \$34 22 | \$36 18 | \$32 77 | \$45 27 | \$45 34 | \$45 43 | \$55 00 |
| | 4-Wire HDLSL Compatible Loop, incl Man Svc Inquiry & Fac Reserv | | | | | | | | | | |
| | RC - Stalewide, 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 | \$748 93 | \$361 45 | \$531 21 | \$531 35 | \$625 11 | \$666 70 |
| | NRC - Add'l | UHL4X | \$491 50 | \$101 71 | \$344 28 | \$646 17 | \$328 35 | \$482 63 | \$482 62 | \$532 78 | \$568 86 |
| | NRC - Disconnect Charge - 1st | UHL4X | \$106 65 | \$161 19 | NA | NA | \$72 54 | \$105 86 | NA | NA | NA |
| | NRC - Disconnect Charge - Add'l | UHL4X | \$56 98 | \$26 10 | NA | NA | \$39 42 | \$57 25 | NA | NA | NA |
| | NRC - Service Order submitted Electronically, per LSR | SOMEC | \$3 50 | \$2 75 | \$3 50 | \$3 50 | \$3 50 | \$3 50 | \$3 50 | \$3 50 | \$3 50 |
| | 4-Wire HDLSL Compatible Loop, without Man Svc Inquiry & Fac Res | | | | | | | | | | |
| | Stalewide, per month | 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 97 | \$10 36 | TBD | \$16 21 | \$15 46 |
| | Zone 2, per month | UHL4W | \$18 71 | \$21 59 | \$12 00 | \$14 38 | \$21 76 | \$13 73 | TBD | \$24 45 | \$19 46 |
| | Zone 3, per month | UHL4W | \$33 90 | \$47 64 | \$19 07 | \$24 82 | \$44 44 | \$19 62 | TBD | \$32 38 | \$27 88 |
| | Zone 4, per month | UHL4W | NA | NA | NA | NA | NA | \$25 90 | NA | NA | NA |
| | NRC - 1st | UHL4W | \$402 13 | \$333 40 | \$239 86 | \$276 76 | \$329 76 | \$392 21 | \$392 35 | \$486 11 | \$527 70 |
| | NRC - Add'l | UHL4W | \$352 50 | \$250 01 | \$205 28 | \$192 02 | \$245 15 | \$343 63 | \$343 62 | \$393 78 | \$429 86 |
| | 4-Wire DS1 Digital Loop | | | | | | | | | | |
| | RC - Stalewide, per month | UHL4W | \$106 65 | \$114 30 | NA | \$122 17 | \$124 19 | \$105 86 | NA | NA | NA |
| | RC - Zone 1, per month (Note 2) | UHL4W | \$56 98 | \$19 58 | NA | \$20 64 | \$20 98 | \$57 25 | NA | NA | NA |
| | NRC - Disconnect Charge - Add'l | SOMEC | \$3 50 | \$2 75 | \$3 50 | \$3 50 | \$3 50 | \$3 50 | \$3 50 | \$3 50 | \$3 50 |
| | NRC - Service Order submitted Electronically, per LSR | SOMEC | NA | \$0 42 | NA | NA | NA | NA | NA | NA | TBD |
| | NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMEC | NA | \$21 56 | NA | \$29 24 | NA | NA | NA | NA | \$19 99 |
| | NRC - Service Order submitted Manually, per LSR | SOMAN | NA | \$3 84 | NA | \$3 94 | NA | NA | NA | NA | TBD |
| | NRC - Service Order submitted Manually, per LSR, Disconnect | SOMAN | \$27 37 | NA | \$18 94 | NA | \$18 14 | \$25 52 | \$25 94 | \$44 06 | NA |
| | NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | \$12 97 | NA | \$8 42 | NA | \$8 06 | \$11 34 | \$12 76 | \$13 55 | NA |
| | NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | \$17 77 | NA | NA | NA | \$11 41 | \$16 06 | NA | NA | NA |
| | NRC - Incremental Charge - Manual Service Order - Disconnect | SOMAN | \$45 99 | \$36 18 | \$34 22 | \$36 18 | \$32 77 | \$45 27 | \$45 34 | \$45 43 | \$55 00 |
| | 4-Wire DS1 Digital Loop | | | | | | | | | | |
| | RC - Stalewide, per month | USLXX | NA | NA | NA | NA | NA | NA | \$62 78 | NA | NA |
| | RC - Zone 1, per month (Note 2) | USLXX | \$51 74 | \$64 69 | \$55 53 | \$50 26 | \$56 32 | \$50 99 | TBD | \$59 61 | \$57 73 |

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BELLSOUTH/Aerias RATES
NETWORK ELEMENTS
AND OTHER SERVICES

| | | | | | | | | | | | | |
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| | NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMEC | NA | \$0 42 | NA | NA | NA | NA | NA | NA | NA | TBD |
| | NRC - Service Order submitted Manually, per LSR | SOMAN | NA | \$21 56 | NA | \$29 24 | NA | NA | NA | NA | NA | \$19 99 |
| | NRC - Service Order submitted Manually, per LSR, Disconnect | SOMAN | NA | \$3 84 | NA | \$3 94 | NA | NA | NA | NA | NA | TBD |
| | NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | \$47 00 | NA | \$18 94 | \$47 00 | \$18 14 | \$25 52 | \$26 94 | \$47 00 | NA | NA |
| | NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | \$21 00 | NA | \$8 42 | NA | \$8 06 | \$11 34 | \$12 76 | \$25 52 | NA | NA |
| | NRC - Incremental Charge - Manual Service Order - Disconnect - 1st | SOMAN | \$17 77 | NA | \$142 27 | NA | \$11 41 | \$16 06 | NA | \$21 00 | NA | NA |
| | NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l | SOMAN | \$17 77 | NA | \$37 86 | NA | \$11 41 | \$16 06 | NA | \$21 00 | NA | NA |
| | NRC - Incremental Charge - Manual Order Coordination - per loop | UCLMC | \$16 00 | \$16 31 | \$36 46 | \$16 31 | \$32 77 | \$45 27 | \$16 00 | \$45 43 | \$34 29 | NA |
| | | | | | | | | | | | | |
| | 2-Wire Unb Copper Loop/Long (> 18kft), without Man SI & Fac Res | | | | | | | | | | | |
| | RC - Statewide, per month | UCL2W | \$40 00 | NA | \$37 00 | NA | NA | NA | NA | NA | NA | NA |
| | Zone 1, per month | UCL2W | TBD | \$48 79 | TBD | \$36 19 | \$43 92 | \$16 85 | \$38 66 | \$18 90 | \$19 85 | NA |
| | | | | | | | | | | | | |
| | Zone 2, per month | UCL2W | TBD | \$58 13 | TBD | \$49 31 | \$59 76 | \$22 34 | \$64 03 | \$28 50 | \$24 98 | NA |
| | Zone 3, per month | UCL2W | TBD | \$71 17 | TBD | \$80 78 | \$104 74 | \$31 92 | \$73 89 | \$37 75 | \$35 81 | NA |
| | Zone 4, per month | UCL2W | NA | NA | NA | NA | NA | \$42 13 | NA | NA | NA | NA |
| | NRC - 1st | UCL2W | \$375 21 | \$199 01 | \$154 13 | \$200 37 | \$200 08 | \$365 82 | \$311 00 | \$461 61 | \$131 01 | NA |
| | NRC - Add'l | UCL2W | \$325 58 | \$115 63 | \$139 75 | \$115 63 | \$115 46 | \$317 24 | \$251 00 | \$368 33 | \$95 63 | NA |
| | NRC - Disconnect Charge - 1st | UCL2W | NA | \$108 29 | TBD | \$112 86 | \$112 32 | \$105 86 | NA | NA | \$74 54 | NA |
| | NRC - Disconnect Charge - Add'l | UCL2W | NA | \$15 46 | TBD | \$15 88 | \$15 81 | \$57 25 | NA | NA | \$39 14 | NA |
| | NRC - Service Order submitted Electronically, per LSR | SOMEC | \$3 50 | \$2 75 | \$3 50 | \$3 50 | \$3 50 | \$3 50 | \$3 50 | \$3 50 | \$3 50 | NA |
| | NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMEC | NA | \$0 42 | NA | NA | NA | NA | NA | NA | NA | NA |
| | NRC - Service Order submitted Manually, per LSR | SOMAN | NA | \$21 56 | NA | \$29 24 | NA | NA | NA | NA | \$19 99 | NA |
| | NRC - Service Order submitted Manually, per LSR, Disconnect | SOMAN | NA | \$3 84 | NA | \$3 94 | NA | NA | NA | NA | NA | NA |
| | NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | \$47 00 | NA | TBD | NA | \$18 14 | \$25 52 | \$26 94 | \$47 00 | NA | NA |
| | NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | \$21 00 | NA | TBD | NA | \$8 06 | \$11 34 | \$12 76 | \$25 52 | NA | NA |
| | NRC - Incremental Charge - Manual Service Order - Disconnect - 1st | SOMAN | \$17 77 | NA | TBD | NA | \$11 41 | \$16 06 | NA | \$21 00 | NA | NA |
| | NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l | SOMAN | \$17 77 | NA | TBD | NA | \$11 41 | \$16 06 | NA | \$21 00 | NA | NA |
| | | | | | | | | | | | | |
| | NRC - Incremental Charge - Manual Order Coordination - per loop | UCLMC | \$16 00 | \$16 31 | \$36 46 | \$16 31 | \$32 77 | \$45 27 | \$16 00 | \$45 43 | \$34 29 | NA |
| | | | | | | | | | | | | |
| | 4-Wire Unb Copper Loop/Short (< or = 18kft), incl Man SI & Fac Res | | | | | | | | | | | |
| | Statewide, per month* | UCL4S | TBD | NA | \$19 34 | NA | NA | NA | NA | NA | NA | NA |
| | Zone 1, per month | UCL4S | TBD | \$25 56 | \$16 65 | \$25 26 | \$29 14 | \$25 00 | \$18 49 | \$25 00 | \$25 00 | NA |
| | Zone 2, per month | UCL4S | TBD | \$30 53 | \$19 22 | \$23 00 | \$26 62 | \$27 50 | \$29 75 | \$27 50 | \$27 50 | NA |
| | Zone 3, per month | UCL4S | TBD | \$32 24 | \$30 55 | \$19 08 | \$28 75 | \$30 00 | \$34 14 | \$30 00 | \$30 00 | NA |
| | Zone 4, per month | UCL4S | NA | NA | NA | NA | NA | \$35 00 | NA | NA | NA | NA |
| | NRC - 1st | UCL4S | TBD | \$438 27 | \$353 80 | \$440 35 | \$434 49 | \$400 00 | \$400 00 | \$400 00 | \$400 00 | NA |
| | NRC - Add'l | UCL4S | TBD | \$299 68 | \$162 61 | \$300 41 | \$294 74 | \$300 00 | \$300 00 | \$300 00 | \$300 00 | NA |
| | NRC - Disconnect Charge - 1st | UCL4S | TBD | \$161 19 | \$156 25 | \$171 58 | \$174 43 | \$150 00 | \$150 00 | \$150 00 | \$150 00 | NA |
| | NRC - Disconnect Charge - Add'l | UCL4S | TBD | \$39 76 | \$41 96 | \$41 90 | \$42 60 | \$40 00 | \$40 00 | \$40 00 | \$40 00 | NA |
| | NRC - Service Order submitted Electronically, per LSR | SOMEC | \$3 50 | \$2 75 | \$3 50 | \$3 50 | \$3 50 | \$3 50 | \$3 50 | \$3 50 | \$3 50 | NA |
| | NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMEC | NA | \$0 42 | NA | NA | NA | NA | NA | NA | NA | NA |
| | NRC - Service Order submitted Manually, per LSR | SOMAN | NA | \$21 56 | NA | \$29 24 | NA | NA | NA | NA | \$19 99 | NA |
| | NRC - Service Order submitted Manually, per LSR, Disconnect | SOMAN | NA | \$3 84 | NA | \$3 94 | NA | NA | NA | NA | NA | NA |
| | NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | TBD | NA | NA | NA | \$18 14 | \$25 52 | \$26 94 | \$47 00 | NA | NA |
| | | | | | | | | | | | | |
| | NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | TBD | NA | NA | NA | \$8 06 | \$11 34 | \$12 76 | \$25 52 | NA | NA |
| | NRC - Incremental Charge - Manual Service Order - Disconnect | SOMAN | TBD | NA | NA | NA | \$11 41 | \$16 06 | NA | \$21 00 | NA | NA |
| | NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l | SOMAN | TBD | NA | NA | NA | \$11 41 | \$16 06 | NA | \$21 00 | NA | NA |
| | NRC - Incremental Charge - Manual Order Coordination - per loop | UCLMC | TBD | \$16 31 | \$36 46 | \$16 31 | \$32 77 | \$45 27 | \$16 00 | \$45 43 | \$34 29 | NA |
| | | | | | | | | | | | | |
| | 4-Wire Unb Copper Loop/Short (< or = 18kft), without Man SI & Fac Res | | | | | | | | | | | |
| | RC - Statewide, per month | UCL4W | TBD | NA | \$19 34 | NA | NA | NA | NA | NA | NA | NA |
| | Zone 1, per month | UCL4W | TBD | \$25 56 | \$16 65 | \$25 26 | \$29 14 | \$25 00 | \$18 49 | \$25 00 | \$25 00 | NA |

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BELLSOUTH/Aeritas RATES
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| | Zone 2, per month | UCS4X | TBD | \$11.26 | TBD | \$9.71 | \$13.52 | TBD | \$11.09 | NA | TBD |
| | Zone 3, per month | UCS4X | TBD | \$16.92 | TBD | \$8.45 | \$17.66 | TBD | \$12.63 | NA | TBD |
| | Zone 4, per month | UCS4X | NA | NA | NA | NA | NA | TBD | NA | NA | TBD |
| | NRC - 1st | UCS4X | \$161.59 | \$165.68 | TBD | \$165.67 | \$165.43 | TBD | \$162.24 | \$238.46 | TBD |
| | NRC - Disconnect Charge - Add'l | UCS4X | \$85.04 | \$88.42 | TBD | \$88.41 | \$88.29 | TBD | \$85.38 | \$97.61 | TBD |
| | NRC - Disconnect Charge - 1st | UCS4X | \$107.24 | \$104.31 | TBD | \$109.94 | \$111.76 | TBD | \$78.56 | NA | TBD |
| | NRC - Service Order submitted Electronically, per LSR | UCS4X | \$18.46 | \$17.15 | TBD | \$18.08 | \$18.38 | TBD | \$13.53 | NA | TBD |
| | NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMEC | \$3.50 | \$2.75 | \$3.50 | \$3.50 | \$3.50 | TBD | \$3.50 | \$3.50 | TBD |
| | NRC - Service Order submitted Electronically, per LSR | SOMEC | NA | \$0.42 | NA | NA | NA | TBD | NA | NA | TBD |
| | NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMAN | NA | \$21.56 | NA | \$29.24 | NA | TBD | NA | NA | TBD |
| | NRC - Service Order submitted Electronically, per LSR | SOMAN | NA | \$3.84 | NA | \$3.94 | NA | TBD | NA | NA | TBD |
| | NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | TBD | NA | TBD | NA | \$18.14 | TBD | NA | NA | TBD |
| | NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | TBD | NA | TBD | NA | \$8.06 | TBD | NA | NA | TBD |
| | NRC - Incremental Charge - Manual Service Order - Disconnect | SOMAN | TBD | NA | TBD | NA | \$11.41 | TBD | NA | NA | TBD |
| | NRC - Incremental Charge - Manual Order Coordination - per loop | USBMC | \$51.29 | \$16.31 | TBD | \$16.31 | \$16.29 | TBD | \$45.34 | \$45.43 | TBD |
| | Sub-Loop-Intrabridg Ntwk Cable (aka riser cable), 2W analog, per mo | USBR2 | \$11.33 | \$3.87 | \$1.61 | \$3.23 | \$1.59 | TBD | \$3.50 | \$1.60 | \$1.47 |
| | NRC - 1st | USBR2 | \$113.60 | \$113.62 | \$113.61 | \$113.61 | \$106.11 | TBD | \$114.05 | \$189.52 | \$150.35 |
| | NRC - Disconnect Charge - 1st | USBR2 | \$50.44 | \$36.36 | \$41.59 | \$36.35 | \$35.12 | TBD | \$37.20 | \$47.09 | \$45.63 |
| | NRC - Disconnect Charge - Add'l | USBR2 | \$99.54 | \$98.49 | \$115.85 | \$101.18 | \$93.19 | TBD | \$76.58 | NA | \$128.85 |
| | NRC - Service Order submitted Electronically, per LSR | USBR2 | \$14.05 | \$13.08 | \$19.17 | \$13.44 | \$13.92 | TBD | \$10.81 | NA | \$21.32 |
| | NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMEC | \$3.50 | \$2.75 | \$3.50 | \$3.50 | \$3.50 | TBD | \$3.50 | \$3.50 | \$3.50 |
| | NRC - Service Order submitted Electronically, per LSR | SOMEC | NA | \$0.42 | NA | NA | NA | TBD | NA | NA | TBD |
| | NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMAN | NA | \$21.56 | NA | \$29.24 | NA | TBD | NA | NA | \$19.99 |
| | NRC - Service Order submitted Electronically, per LSR | SOMAN | NA | \$3.84 | NA | \$3.94 | NA | TBD | NA | NA | TBD |
| | NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | TBD | NA | NA | NA | \$18.14 | TBD | NA | NA | TBD |
| | NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | TBD | NA | NA | NA | \$8.06 | TBD | NA | NA | TBD |
| | NRC - Incremental Charge - Manual Service Order - Disconnect | SOMAN | TBD | NA | NA | NA | \$11.41 | TBD | NA | NA | TBD |
| | NRC - Incremental Charge - Manual Order Coordination - per loop | USBMC | \$51.29 | \$16.31 | \$34.22 | \$16.31 | \$16.29 | TBD | \$45.34 | \$45.43 | \$55.00 |
| | Sub-Loop-Intrabridg Ntwk Cable (aka riser cable), 4W analog, per mo | USBR4 | \$127.17 | \$126.10 | \$176.46 | \$126.10 | \$118.69 | TBD | \$127.67 | \$204.20 | \$193.62 |
| | NRC - 1st | USBR4 | \$50.62 | \$48.84 | \$55.11 | \$48.84 | \$47.70 | TBD | \$50.82 | \$60.40 | \$60.47 |
| | NRC - Disconnect Charge - 1st | USBR4 | \$14.59 | \$17.15 | \$19.57 | \$18.08 | \$14.61 | TBD | \$10.69 | NA | \$21.76 |
| | NRC - Disconnect Charge - Add'l | SOMEC | \$3.50 | \$2.75 | \$3.50 | \$3.50 | \$3.50 | TBD | \$3.50 | \$3.50 | \$3.50 |
| | NRC - Service Order submitted Electronically, per LSR | SOMEC | NA | \$0.42 | NA | NA | NA | TBD | NA | NA | TBD |
| | NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMAN | NA | \$21.56 | NA | \$29.24 | NA | TBD | NA | NA | \$19.99 |
| | NRC - Service Order submitted Electronically, per LSR | SOMAN | NA | \$3.84 | NA | \$3.94 | NA | TBD | NA | NA | TBD |
| | NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | TBD | NA | NA | NA | \$18.14 | TBD | NA | NA | TBD |
| | NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | TBD | NA | NA | NA | \$8.06 | TBD | NA | NA | TBD |
| | NRC - Incremental Charge - Manual Service Order - Disconnect | SOMAN | TBD | NA | NA | NA | \$11.41 | TBD | NA | NA | TBD |
| | NRC - Incremental Charge - Manual Order Coordination - per loop | USBMC | \$51.29 | \$16.31 | \$34.22 | \$16.31 | \$16.29 | TBD | \$45.34 | \$45.43 | \$55.00 |
| | SUB-LOOP FEEDER | | | | | | | | | | |
| | Cross-Box Set-Up | | | | | | | | | | |
| | NRC - DS0 Set-Up per Cross Box location - CLEC Distribution Facility set-up | USBFW | 517.43 | 711.78 | \$421.08 | 627.16 | \$639.68 | TBD | 498.09 | 510.15 | TBD |
| | NRC - DS0 Set-Up per Cross Box location - per 25 pair panel set-up | USBFX | 44.87 | 45.28 | \$67.10 | 45.28 | \$45.22 | TBD | 45.04 | 44.84 | TBD |
| | NRC - DS1 Set-Up per Cross Box location - CLEC Distribution Facility set-up | USBFY | 517.43 | 711.78 | \$421.08 | 627.16 | \$639.68 | TBD | 498.09 | 510.15 | TBD |
| | NRC - DS1 Set-Up per Cross Box location - per pair panel set-up | USBFZ | 44.87 | 45.28 | \$67.10 | 45.28 | \$45.22 | TBD | 45.04 | 44.84 | TBD |
| | 2-Wire Analog VG Ground-Start Unbundled Sub-Loop Feeder, per month | USBFA | \$13.68 | NA | \$8.58 | NA | NA | TBD | NA | \$10.06 | NA |
| | Zone 1, per month | USBFA | TBD | \$10.75 | TBD | \$10.36 | \$11.01 | TBD | \$8.92 | NA | TBD |
| | Zone 2, per month | USBFA | TBD | \$11.57 | TBD | \$13.62 | \$13.36 | TBD | \$14.10 | NA | TBD |
| | Zone 3, per month | USBFA | TBD | \$13.51 | TBD | \$19.69 | \$21.56 | TBD | \$16.11 | NA | TBD |
| | Zone 4, per month | USBFA | NA | NA | NA | NA | NA | TBD | NA | NA | TBD |

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| | | | | AND OTHER SERVICES | | | | | | | | | |
|--|--|--|---|--------------------|----------|----------|--------|----------|----------|-----|---------|----------|-----|
| | | | NRC - Incremental Charge - Manual Service Order - Disconnect | SOMAN | TBD | NA | TBD | NA | \$11 41 | TBD | NA | TBD | TBD |
| | | | | | | | | | | | | | |
| | | | 2-Wire Copper Unbundled Sub-Loop Feeder, per month | USBFH | \$10 59 | NA | NA | NA | NA | NA | NA | \$10 78 | NA |
| | | | Zone 1, per month | USBFH | TBD | \$11 01 | TBD | \$8 29 | \$8 81 | TBD | TBD | \$10 66 | TBD |
| | | | Zone 2, per month | USBFH | TBD | \$9 78 | TBD | \$7 30 | \$7 72 | TBD | TBD | \$16 44 | TBD |
| | | | Zone 3, per month | USBFH | TBD | \$7 83 | TBD | \$6 03 | \$5 93 | TBD | TBD | \$18 69 | TBD |
| | | | Zone 4, per month | USBFH | NA | NA | NA | NA | \$174 93 | TBD | NA | NA | NA |
| | | | NRC - 1st | USBFH | \$172 20 | \$175 18 | TBD | \$175 18 | \$92 53 | TBD | TBD | \$259 80 | TBD |
| | | | NRC - Add'l | USBFH | \$90 45 | \$92 66 | TBD | \$92 66 | \$116 22 | TBD | TBD | \$90 81 | TBD |
| | | | NRC - Disconnect Charge - 1st | USBFH | \$114 73 | \$113 67 | TBD | \$116 78 | \$21 31 | TBD | TBD | \$88 27 | TBD |
| | | | NRC - Disconnect Charge - Add'l | USBFH | \$21 82 | \$20 84 | TBD | \$21 41 | \$21 13 | TBD | TBD | \$16 79 | TBD |
| | | | NRC - Service Order submitted Electronically, per LSR | SOMECH | \$3 50 | \$2 75 | \$3 50 | \$3 50 | \$3 50 | TBD | TBD | \$3 50 | TBD |
| | | | NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMECH | NA | \$0 42 | NA | NA | NA | TBD | NA | NA | TBD |
| | | | NRC - Service Order submitted Manually, per LSR | SOMAN | NA | \$21 56 | NA | \$29 24 | NA | TBD | NA | NA | TBD |
| | | | NRC - Service Order submitted Manually, per LSR, Disconnect | SOMAN | NA | \$3 84 | NA | \$3 94 | NA | TBD | NA | NA | TBD |
| | | | NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | TBD | TBD | TBD | NA | \$18 14 | TBD | NA | NA | TBD |
| | | | NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | TBD | NA | TBD | NA | \$8 06 | TBD | NA | NA | TBD |
| | | | NRC - Incremental Charge - Manual Service Order - Disconnect | SOMAN | TBD | NA | TBD | NA | \$11 41 | TBD | NA | NA | TBD |
| | | | NRC - Incremental Charge - Manual Order Coordination - per loop | USBMC | \$51 29 | \$16 31 | TBD | \$16 31 | \$16 29 | TBD | \$45 34 | \$45 53 | TBD |
| | | | | | | | | | | | | | |
| | | | 4-Wire Copper Unbundled Sub-Loop Feeder, per month | USBFJ | \$15 01 | NA | NA | NA | NA | NA | NA | \$15 63 | NA |
| | | | Zone 1, per month | USBFJ | TBD | \$20 59 | TBD | \$16 55 | \$20 58 | TBD | TBD | \$14 68 | TBD |
| | | | Zone 2, per month | USBFJ | TBD | \$21 48 | TBD | \$15 35 | \$14 96 | TBD | TBD | \$23 74 | TBD |
| | | | Zone 3, per month | USBFJ | TBD | \$17 70 | TBD | \$12 52 | \$13 15 | TBD | TBD | \$27 26 | TBD |
| | | | Zone 4, per month | USBFJ | NA | NA | NA | NA | NA | TBD | NA | NA | NA |
| | | | NRC - 1st | USBFJ | \$206 32 | \$209 61 | TBD | \$209 61 | \$209 31 | TBD | TBD | \$207 14 | TBD |
| | | | NRC - Add'l | USBFJ | \$134 23 | \$127 09 | TBD | \$127 09 | \$128 91 | TBD | TBD | \$134 77 | TBD |
| | | | NRC - Disconnect Charge - 1st | USBFJ | \$123 01 | \$119 80 | TBD | \$126 27 | \$128 36 | TBD | TBD | \$90 12 | TBD |
| | | | NRC - Disconnect Charge - Add'l | USBFJ | \$26 53 | \$25 07 | TBD | \$26 43 | \$26 87 | TBD | TBD | \$19 44 | TBD |
| | | | NRC - Service Order submitted Electronically, per LSR | SOMECH | \$3 50 | \$2 75 | \$3 50 | \$3 50 | \$3 50 | TBD | TBD | \$3 50 | TBD |
| | | | NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMECH | NA | \$0 42 | NA | NA | NA | TBD | NA | NA | TBD |
| | | | NRC - Service Order submitted Manually, per LSR | SOMAN | NA | \$21 56 | NA | \$29 24 | NA | TBD | NA | NA | TBD |
| | | | NRC - Service Order submitted Manually, per LSR, Disconnect | SOMAN | NA | \$3 84 | NA | \$3 94 | NA | TBD | NA | NA | TBD |
| | | | NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | TBD | NA | TBD | NA | \$18 14 | TBD | NA | NA | TBD |
| | | | NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | TBD | NA | TBD | NA | \$8 06 | TBD | NA | NA | TBD |
| | | | NRC - Incremental Charge - Manual Service Order - Disconnect | SOMAN | TBD | NA | TBD | NA | \$11 41 | TBD | NA | NA | TBD |
| | | | NRC - Incremental Charge - Manual Order Coordination - per loop | USBMC | \$51 29 | \$16 31 | TBD | \$16 31 | \$16 29 | TBD | \$45 34 | \$45 43 | TBD |
| | | | | | | | | | | | | | |
| | | | 4-Wire 2.4 KBPS Digital Unbundled Sub-Loop Feeder, per month | USBFK | \$30 97 | NA | NA | NA | NA | NA | NA | \$32 47 | NA |
| | | | Zone 1, per month | USBFK | TBD | \$24 89 | TBD | \$27 38 | \$27 16 | TBD | TBD | \$26 71 | NA |
| | | | Zone 2, per month | USBFK | TBD | \$28 83 | TBD | \$33 41 | \$24 93 | TBD | TBD | \$44 07 | NA |
| | | | Zone 3, per month | USBFK | TBD | \$29 16 | TBD | \$24 47 | \$25 05 | TBD | TBD | \$50 83 | NA |
| | | | Zone 4, per month | USBFK | NA | NA | NA | NA | NA | TBD | NA | NA | NA |
| | | | NRC - 1st | USBFK | \$212 90 | \$211 32 | TBD | \$209 77 | \$209 47 | TBD | TBD | \$215 00 | TBD |
| | | | NRC - Add'l | USBFK | \$131 14 | \$128 81 | TBD | \$127 26 | \$127 07 | TBD | TBD | \$132 92 | TBD |
| | | | NRC - Disconnect Charge - 1st | USBFK | \$131 15 | \$127 64 | TBD | \$133 53 | \$135 74 | TBD | TBD | \$96 50 | TBD |
| | | | NRC - Disconnect Charge - Add'l | USBFK | \$34 66 | \$32 91 | TBD | \$33 69 | \$34 25 | TBD | TBD | \$25 82 | NA |
| | | | NRC - Service Order submitted Electronically, per LSR | SOMECH | \$3 50 | \$2 75 | \$3 50 | \$3 50 | \$3 50 | TBD | TBD | \$3 50 | TBD |
| | | | NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMECH | NA | \$0 42 | NA | NA | NA | TBD | NA | NA | TBD |
| | | | NRC - Service Order submitted Manually, per LSR | SOMAN | NA | \$21 56 | NA | \$29 24 | NA | TBD | NA | NA | TBD |
| | | | NRC - Service Order submitted Manually, per LSR, Disconnect | SOMAN | NA | \$3 84 | NA | \$3 94 | NA | TBD | NA | NA | TBD |
| | | | NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | TBD | NA | TBD | NA | \$18 14 | TBD | NA | NA | TBD |
| | | | NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | TBD | NA | TBD | NA | \$8 06 | TBD | NA | NA | TBD |
| | | | NRC - Incremental Charge - Manual Service Order - Disconnect | SOMAN | TBD | NA | TBD | NA | \$11 41 | TBD | NA | NA | TBD |
| | | | NRC - Incremental Charge - Manual Order Coordination - per loop | USBMC | \$51 29 | \$16 31 | TBD | \$16 31 | \$16 29 | TBD | \$45 34 | \$45 43 | TBD |
| | | | | | | | | | | | | | |
| | | | 4-Wire 2.4 KBPS Digital Unbundled Sub-Loop Feeder, per month | USBFK | \$30 97 | NA | NA | NA | NA | NA | NA | \$32 47 | NA |
| | | | Zone 1, per month | USBFK | TBD | \$24 89 | TBD | \$27 38 | \$27 16 | TBD | TBD | \$26 71 | NA |
| | | | Zone 2, per month | USBFK | TBD | \$28 83 | TBD | \$33 41 | \$24 93 | TBD | TBD | \$44 07 | NA |
| | | | Zone 3, per month | USBFK | TBD | \$29 16 | TBD | \$24 47 | \$25 05 | TBD | TBD | \$50 83 | NA |
| | | | Zone 4, per month | USBFK | NA | NA | NA | NA | NA | TBD | NA | NA | NA |
| | | | NRC - 1st | USBFK | \$212 90 | \$211 32 | TBD | \$209 77 | \$209 47 | TBD | TBD | \$215 00 | TBD |
| | | | NRC - Add'l | USBFK | \$131 14 | \$128 81 | TBD | \$127 26 | \$127 07 | TBD | TBD | \$132 92 | TBD |
| | | | NRC - Disconnect Charge - 1st | USBFK | \$131 15 | \$127 64 | TBD | \$133 53 | \$135 74 | TBD | TBD | \$96 50 | TBD |
| | | | NRC - Disconnect Charge - Add'l | USBFK | \$34 66 | \$32 91 | TBD | \$33 69 | \$34 25 | TBD | TBD | \$25 82 | NA |
| | | | NRC - Service Order submitted Electronically, per LSR | SOMECH | \$3 50 | \$2 75 | \$3 50 | \$3 50 | \$3 50 | TBD | TBD | \$3 50 | TBD |
| | | | NRC - Service Order submitted Electronically, per LSR - Disconnect | SOMECH | NA | \$0 42 | NA | NA | NA | TBD | NA | NA | TBD |
| | | | NRC - Service Order submitted Manually, per LSR | SOMAN | NA | \$21 56 | NA | \$29 24 | NA | TBD | NA | NA | TBD |
| | | | NRC - Service Order submitted Manually, per LSR, Disconnect | SOMAN | NA | \$3 84 | NA | \$3 94 | NA | TBD | NA | NA | TBD |
| | | | NRC - Incremental Charge - Manual Service Order - 1st | SOMAN | TBD | NA | TBD | NA | \$18 14 | TBD | NA | NA | TBD |
| | | | NRC - Incremental Charge - Manual Service Order - Add'l | SOMAN | TBD | NA | TBD | NA | \$8 06 | TBD | NA | NA | TBD |
| | | | NRC - Incremental Charge - Manual Service Order - Disconnect | SOMAN | TBD | NA | TBD | NA | \$11 41 | TBD | NA | NA | TBD |
| | | | NRC - Incremental Charge - Manual Order Coordination - per loop | USBMC | \$51 29 | \$16 31 | TBD | \$16 31 | \$16 29 | TBD | \$45 34 | \$45 43 | TBD |
| | | | | | | | | | | | | | |
| | | | 4-Wire 4.8 KBPS Digital Unbundled Sub-Loop Feeder, per month | USBFL | \$30 97 | NA | NA | NA | NA | NA | NA | \$32 47 | NA |

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BELLSOUTH/Aeneas RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

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Rates - Page 23

| 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 Grade Line Port (Residence), per month | | | | | | | | | | |
| 2-wire voice unbundled port - residence | UEPRL | \$2 07 | \$1 62 | \$1 85 - Note | \$2 61 - Note 1 | \$2 20 | \$2 11 | \$2 19 | \$2 35 | \$4 73 - Note 1 |
| 2-wire voice unbundled port with caller ID - residence | UEPRC | \$2 07 | \$1 62 | \$1 85 | \$2 61 | \$2 20 | \$2 11 | \$2 00 | \$2 35 | \$4 73 |
| 2-wire voice unbundled port outgoing only - residence | UEPRO | \$2 07 | \$1 62 | \$1 85 | \$2 61 | \$2 20 | \$2 11 | \$2 00 | \$2 35 | \$4 73 |
| 2-wire voice grade unbundled Alabama extended local dialing party port with caller ID | UEPAR | \$2 07 | NA | NA | NA | NA | NA | NA | NA | NA |
| 2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID | UEPRM | NA | NA | NA | \$2 61 | NA | NA | NA | NA | NA |
| 2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID | UEPAS | NA | NA | NA | NA | \$2 20 | NA | NA | NA | NA |
| 2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID | UEPAT | NA | NA | NA | NA | NA | \$2 11 | NA | NA | NA |
| 2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID | UEPAU | NA | NA | NA | NA | NA | NA | NA | \$2 35 | NA |
| 2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID | UEPAQ | NA | NA | NA | NA | NA | NA | NA | NA | \$4 73 |
| 2-wire voice unbundled Florida area calling with caller ID - residence | UEPAF | NA | \$1 62 | 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 (ACT) | 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 | \$4 73 |
| 2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER) | UEPAL | NA | NA | NA | NA | NA | NA | NA | NA | \$4 73 |
| 2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR) | UEPAM | NA | NA | NA | NA | NA | NA | NA | NA | \$4 73 |
| 2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X) | UEPAN | NA | NA | NA | NA | NA | NA | NA | NA | \$4 73 |
| 2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR) | UEPAO | NA | NA | NA | NA | NA | NA | NA | NA | \$4 73 |
| 2-wire voice unbundled res, low usage line port with Caller ID (LUM) | UEPAP | \$2 07 | \$1 62 | \$1 85 | \$2 61 | \$2 20 | \$2 11 | \$2 00 | \$2 35 | \$4 73 |
| LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT) | LNPCX | | | | | | | | | |
| 2-Wire Voice Grade Line Port (Business), per month | | | | | | | | | | |
| 2-wire voice unbundled port without Caller ID | UEPBL | \$2 07 | \$1 62 | \$1 85 | \$2 61 | \$2 20 | \$2 11 | \$2 00 | \$2 35 | \$4 73 |
| 2-wire voice unbundled port with unbundled port with Caller-E484 ID | UEPBC | \$2 07 | \$1 62 | \$1 85 | \$2 61 | \$2 20 | \$2 11 | \$2 00 | \$2 35 | \$4 73 |
| 2-wire voice unbundled outgoing only port | UEPBO | \$2 07 | \$1 62 | \$1 85 | \$2 61 | \$2 20 | \$2 11 | \$2 00 | \$2 35 | \$4 73 |
| 2-wire voice grade unbundled Alabama extended local dialing party port with caller ID | UEPAW | \$2 07 | NA | NA | NA | NA | NA | NA | NA | NA |
| 2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID | UEPBM | NA | NA | NA | \$2 61 | NA | NA | NA | NA | NA |
| 2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID | UEPAX | NA | NA | NA | NA | \$2 20 | NA | NA | NA | NA |
| 2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID | UEPAY | NA | NA | NA | NA | NA | \$2 11 | NA | NA | NA |
| 2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID | UEPAZ | NA | NA | NA | NA | NA | NA | NA | \$2 35 | NA |
| 2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID | UEPAV | NA | NA | NA | NA | NA | NA | NA | NA | \$4 73 |
| 2-wire voice unbundled incoming only port with Caller ID | UEPBI | \$2 07 | \$1 62 | \$1 85 | \$2 61 | \$2 20 | \$2 11 | \$2 00 | \$2 35 | \$4 73 |
| 2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC) | UEPAA | NA | NA | NA | NA | \$2 20 | NA | NA | NA | NA |

BELLSOUTH/Amereas RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
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Rates - Page 24

| DESCRIPTION | USOC | AL | FL | GA | KY | LA | MS | NC | SC | TN |
|--|-------|---------|--------|---------|---------|---------|---------|---------|---------|--------|
| 2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB) | UEPAB | NA | NA | NA | NA | NA | NA | NA | \$2 35 | NA |
| 2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1) | UEPAC | NA | NA | NA | NA | NA | NA | NA | NA | \$4 73 |
| 2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2) | UEPAD | NA | NA | NA | NA | NA | NA | NA | NA | \$4 73 |
| 2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F) | UEPAE | NA | NA | NA | NA | NA | NA | NA | NA | \$4 73 |
| LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT) | LNPCX | | | | | | | | | |
| Non-Recurring Charges (NRC) - 1st (Residence) | | | | | | | | | | |
| 2-wire voice unbundled port - residence | UEPRL | \$21 93 | \$4 76 | \$17 16 | \$37 78 | \$16 43 | \$22 98 | \$21 60 | \$24 98 | \$9 93 |
| 2-wire voice unbundled port with caller ID - residence | UEPRC | \$21 93 | \$4 76 | \$17 16 | \$37 78 | \$16 43 | \$22 98 | \$24 04 | \$24 98 | \$9 93 |
| 2-wire voice unbundled port outgoing only - residence | UEPRO | \$21 93 | \$4 76 | \$17 16 | \$37 78 | \$16 43 | \$22 98 | \$24 04 | \$24 98 | \$9 93 |
| 2-wire voice grade unbundled Alabama extended local dialing party port with caller ID | UEPAR | \$21 93 | NA | NA | NA | NA | NA | NA | NA | NA |
| 2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID | UEPRM | NA | NA | NA | \$37 78 | NA | NA | NA | NA | NA |
| 2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID | UEPAS | NA | NA | NA | NA | \$16 43 | NA | NA | NA | NA |
| 2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID | UEPAT | NA | NA | NA | NA | NA | \$22 98 | NA | NA | NA |
| 2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID | UEPAU | NA | NA | NA | NA | NA | NA | NA | \$24 98 | NA |
| 2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID | UEPAQ | NA | NA | NA | NA | NA | NA | NA | NA | \$9 93 |
| 2-wire voice unbundled Florida area calling with caller ID - residence | UEPAF | NA | \$4 76 | NA | NA | 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 | \$16 43 | 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 | \$24 98 | NA |
| 2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER) | UEPAL | NA | NA | NA | NA | NA | NA | NA | NA | \$9 93 |
| 2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR) | UEPAM | NA | NA | NA | NA | NA | NA | NA | NA | \$9 93 |
| 2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X) | UEPAN | NA | NA | NA | NA | NA | NA | NA | NA | \$9 93 |
| 2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR) | UEPAO | NA | NA | NA | NA | NA | NA | NA | NA | \$9 93 |
| 2-wire voice unbundled Res Low Usage Line Port with Caller+E563 ID (LUM) | UEPAP | NA | NA | NA | NA | NA | NA | NA | NA | \$9 93 |
| NRC - Add'l (Residence) | | | | | | | | | | |
| 2-wire voice unbundled port - residence | UEPRL | \$21 93 | \$4 54 | \$17 16 | \$37 78 | \$16 43 | \$22 98 | \$21 60 | \$24 98 | \$9 19 |
| 2-wire voice unbundled port with caller ID - residence | UEPRC | \$21 93 | \$4 54 | \$17 16 | \$37 78 | \$16 43 | \$22 98 | \$9 08 | \$24 98 | \$9 19 |
| 2-wire voice unbundled port outgoing only - residence | UEPRO | \$21 93 | \$4 54 | \$17 16 | \$37 78 | \$16 43 | \$22 98 | \$9 08 | \$24 98 | \$9 19 |
| 2-wire voice grade unbundled Alabama extended local dialing party port with caller ID | UEPAR | \$21 93 | NA | NA | NA | NA | NA | NA | NA | NA |
| 2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID | UEPRM | NA | NA | NA | \$37 78 | NA | NA | NA | NA | NA |
| 2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID | UEPAS | NA | NA | NA | NA | \$16 43 | NA | NA | NA | NA |

BELLSOUTH/Aerinas RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 25

| DESCRIPTION | USOC | AL | FL | GA | KY | LA | MS | NC | SC | TN |
|--|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID | UEPAT | NA | NA | NA | NA | NA | \$22 98 | NA | NA | NA |
| 2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID | UEPAU | NA | NA | NA | NA | NA | NA | NA | \$24 98 | NA |
| 2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID | UEPAQ | NA | NA | NA | NA | NA | NA | NA | NA | \$9 19 |
| 2-wire voice unbundled Florida area calling with caller ID - residence | UEPAF | NA | \$4 54 | NA | NA | NA | NA | NA | NA | NA |
| 2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL) | UEPAG | NA | NA | NA | NA | \$16 43 | NA | NA | NA | NA |
| 2-wire voice unbundled Louisiana Area Plus with caller ID - residence (ACT) | 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 | \$9 19 |
| 2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TAGER) | UEPAL | NA | NA | NA | NA | NA | NA | NA | NA | \$9 19 |
| 2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR) | UEPAM | NA | NA | NA | NA | NA | NA | NA | NA | \$9 19 |
| 2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X) | UEPAN | NA | NA | NA | NA | NA | NA | NA | NA | \$9 19 |
| 2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR) | UEPAO | NA | NA | NA | NA | NA | NA | NA | NA | \$9 19 |
| 2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM) | UEPAP | \$21 93 | \$4 54 | \$17 16 | \$37 78 | \$16 43 | \$22 98 | \$9 08 | \$24 98 | \$9 19 |
| NRC - Subsequent Activity | USASC | \$10 00 | \$10 00 | \$10 00 | \$10 00 | \$10 00 | \$10 00 | \$10 00 | \$10 00 | \$10 00 |
| NRC - 1st (Business) | | | | | | | | | | |
| 2-wire Voice Unbundled Port without Caller ID | UEPBL | \$21 93 | \$4 76 | \$17 16 | \$37 55 | \$16 43 | \$22 98 | \$21 60 | \$24 98 | \$9 93 |
| 2-wire voice unbundled port with Caller ID | UEPBC | \$21 93 | \$4 76 | \$17 16 | \$37 55 | \$16 43 | \$22 98 | \$24 04 | \$24 98 | \$9 93 |
| 2-wire voice unbundled outgoing only port | UEPBO | \$21 93 | \$4 76 | \$17 16 | \$37 55 | \$16 43 | \$22 98 | \$24 04 | \$24 98 | \$9 93 |
| 2-wire voice grade unbundled Alabama extended local dialing party port with caller ID | UEPAW | \$21 93 | NA | NA | NA | NA | NA | NA | NA | NA |
| 2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID | UEPBM | NA | NA | NA | \$37 78 | NA | NA | NA | NA | NA |
| 2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID | UEPAX | NA | NA | NA | NA | \$16 43 | NA | NA | NA | NA |
| 2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID | UEPAY | NA | NA | NA | NA | NA | \$22 98 | NA | NA | NA |
| 2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID | UEPAZ | NA | NA | NA | NA | NA | NA | NA | \$24 98 | NA |
| 2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID | UEPAV | NA | NA | NA | NA | NA | NA | NA | NA | \$9 93 |
| 2-wire voice unbundled Incoming only Port with Caller ID | UEPB1 | \$21 93 | \$4 76 | \$17 16 | \$37 55 | \$16 43 | \$22 98 | \$24 04 | \$24 98 | \$9 93 |
| 2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC) | UEPAA | NA | NA | NA | NA | \$16 43 | NA | NA | NA | NA |
| 2-wire voice unbundled SC Bus Area Calling Port with Caller ID+E587 (LMB) | UEPAB | NA | NA | NA | NA | NA | NA | NA | \$24 98 | NA |
| 2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1) | UEPAC | NA | NA | NA | NA | NA | NA | NA | NA | \$9 93 |
| 2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2) | UEPAD | NA | NA | NA | NA | NA | NA | NA | NA | \$9 93 |
| 2-wire voice unbundled TN Bus 2-way Collinville and Memphis Local Calling Port (B2F) | UEPAE | NA | NA | NA | NA | NA | NA | NA | NA | \$9 93 |
| NRC - Add'l (Business) | | | | | | | | | | |
| 2-wire voice unbundled port without Caller ID | UEPBL | \$21 93 | \$4 54 | \$17 16 | \$37 55 | \$16 43 | \$22 98 | \$21 60 | \$24 98 | \$9 19 |
| 2-wire voice unbundled port with Caller ID | UEPBC | \$21 93 | \$4 54 | \$17 16 | \$37 55 | \$16 43 | \$22 98 | \$9 08 | \$24 98 | \$9 19 |

BELLSOUTH/Aerius RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 26

| DESCRIPTION | USOC | AL | FL | GA | KY | LA | MS | NC | SC | TN |
|--|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2-wire voice unbundled outgoing only port | UEPBO | \$21 93 | \$4 54 | \$17 16 | \$37 55 | \$16 43 | \$22 98 | \$9 08 | \$24 98 | \$9 19 |
| 2-wire voice grade unbundled Alabama extended local dialing party port with caller ID | UEPAW | \$21 93 | NA | NA | NA | NA | NA | NA | NA | NA |
| 2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID | UEPBM | NA | NA | NA | \$37 78 | NA | NA | NA | NA | NA |
| 2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID | UEPAX | NA | NA | NA | NA | \$16 43 | NA | NA | NA | NA |
| 2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID | UEPAY | NA | NA | NA | NA | NA | \$22 98 | NA | NA | NA |
| 2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID | UEPAZ | NA | NA | NA | NA | NA | NA | NA | \$24 98 | NA |
| 2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID | UEPAV | NA | NA | NA | NA | NA | NA | NA | NA | \$9 19 |
| 2-wire voice unbundled incoming only port with Caller ID | UEPB1 | \$21 93 | \$4 54 | \$17 16 | \$37 55 | \$16 43 | \$22 98 | \$9 08 | \$24 98 | \$9 19 |
| 2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC) | UEPAB | 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 | \$9 19 |
| 2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2) | UEPAD | NA | NA | NA | NA | NA | NA | NA | NA | \$9 19 |
| 2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F) | UEPAE | NA | NA | NA | NA | NA | NA | NA | NA | \$9 19 |
| NRC - Subsequent Activity | USASC | \$10 00 | \$10 00 | \$10 00 | \$10 00 | \$10 00 | \$10 00 | \$10 00 | \$10 00 | \$10 00 |
| NRC - Disconnect Charge - 1st | | | | | | | | | | |
| 2-wire voice unbundled port - residence | UEPRL | \$6 21 | \$2 76 | NA | NA | \$4 38 | \$6 56 | NA | NA | \$3 66 |
| 2-wire voice unbundled port with caller ID - residence | UEPRC | \$6 21 | \$2 76 | NA | NA | \$4 38 | \$6 56 | NA | NA | \$3 66 |
| 2-wire voice unbundled port outgoing only - residence | UEPRO | \$6 21 | \$2 76 | NA | NA | \$4 38 | \$6 56 | NA | NA | \$3 66 |
| 2-wire voice grade unbundled Alabama extended local dialing party port with caller ID | UEPAR | \$6 21 | NA | NA | NA | NA | NA | NA | NA | NA |
| 2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID | UEPRM | NA | NA | NA | NA | NA | NA | NA | NA | NA |
| 2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID | UEPAS | NA | NA | NA | NA | \$4 38 | NA | NA | NA | NA |
| 2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID | UEPAT | NA | NA | NA | NA | NA | \$6 56 | NA | NA | NA |
| 2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID | UEPAU | NA | NA | NA | NA | NA | NA | NA | NA | NA |
| 2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID | UEPAQ | NA | NA | NA | NA | NA | NA | NA | NA | \$3 66 |
| 2-wire voice unbundled Florida area calling with caller ID - residence | UEPAF | NA | \$2 76 | NA | NA | NA | NA | NA | NA | NA |
| 2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL) | UEPAG | NA | NA | NA | NA | \$4 38 | NA | NA | NA | NA |
| 2-wire voice unbundled Louisiana Area Plus with caller ID - residence (ACT) | UEPAH | NA | NA | NA | NA | \$4 38 | NA | NA | NA | NA |
| 2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8) | UEPAJ | NA | NA | NA | NA | NA | NA | NA | NA | NA |
| 2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R) | UEPAK | NA | NA | NA | NA | NA | NA | NA | NA | \$3 66 |
| 2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER) | UEPAL | NA | NA | NA | NA | NA | NA | NA | NA | \$3 66 |
| 2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR) | UEPAM | NA | NA | NA | NA | NA | NA | NA | NA | \$3 66 |
| 2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X) | UEPAN | NA | NA | NA | NA | NA | NA | NA | NA | \$3 66 |