BellSouth Unbundled Copper Loop - Designed

Revisions

Version 2

1) Removed references to 'Unbundled Copper Loop/Long' (UCL/L)
2) Changed 'Unbundled Copper Loop/Short' (UCL/S) reference to Unbundled Copper Loop-Designed (UCL-D)
3) In '**7.1 SI & LSR Firm Order Transmittal via ICE**' section, added interim instructions for using the Interconnection CLEC Enabler (ICE) web interface when ordering one of the Unbundled Loop Modification – Bridged Tap removal options
4) In '**7.2 SI & LSR Firm Order Transmittal via CRSG**' section, new '**Service Inquiry/Instructions for Preparing Service Inquiry**' dated 12/11/03 will be downloaded from this section.

BellSouth Unbundled Copper Loop - Designed

1. Introduction & Scope

This Product Information Package is intended to provide to CLECs a product description and general ordering information specific to the UNE described herein. Detailed ordering guidelines are provided in documents located on the BellSouth Interconnection Web site.

The information contained in this document is subject to change. BellSouth will provide notification of changes to the document through the CLEC Notification Process.

Please contact your BellSouth Local Support Manager, if you have any questions about the information contained herein.

BellSouth Unbundled Copper Loop - Designed

2. Service Description

The Unbundled Copper Loop – Designed (UCL-D) is a dedicated metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to a customer's premises. This loop is commonly referred to as a "dry copper" loop because it does not have any intervening equipment such as load coils, repeaters, etc., between the end user premises and the Serving Wire Center (SWC). BellSouth offers 2 & 4 Wire UCL – Designed Loops. The UCL-D is any Resistance Design (RD) copper loop that is less than or equal to 18 kilofeet (kft).

These loops are not intended to support any particular service and may be utilized by the CLEC to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) or equivalent demarcation point at the end-user's customer's location for the purpose of connecting the loop to the customer's inside wire.

3. Service Capabilities

BellSouth will only provide the loop facilities with these offerings.

UCL-D loops will be designed circuits and are provisioned with test points. BellSouth will provide a Design Layout Record (DLR).

BellSouth will perform installation testing (other than switch-based) that is needed to ensure the loop meets the specifications of BellSouth's **Technical Reference-73600** (TR-73600)

If the CLEC's end user has existing service with BellSouth that utilizes a compatible copper loop, and wants to change local service providers, BellSouth will attempt to reuse the end user's existing loop.

At the CLEC's option and for an additional charge, BellSouth will perform order coordination (OC) activities associated with Number Portability and/or disconnect orders. OC is intended to convert an existing customer to a new local service provider using the UCL-D in a manner that minimizes the end-user's dial-tone interruption. BellSouth will notify the CLEC of the appropriate conversion time and will then perform the work within the negotiated interval.

If the CLEC requests work after normal working hours, overtime rates will apply for work outside of 8:00 a.m. to 5:00 p.m. local time

Unbundled Copper Loops are not available for purchase if the Loops will be used to provide telecommunications services to wireless cell sites or Mobile Telephone Switching Office (MTSO) locations.

BellSouth Unbundled Copper Loop - Designed

4. Technical Requirements

The UCL-D will be a Resistance Design (RD) loop of 1300 ohms or less and will consist of non-loaded copper with a total length of 18,000 feet or less. In addition, up to 6,000 feet of bridged tap may be included on the loop facility.

For a CLEC requested loop facility that does not meet UCL-D specifications and it is determined that the loop can be modified to meet these specifications, the CLEC may request that BellSouth's Unbundled Loop Modification (ULM). In these situations and as a chargeable option, BellSouth will use the ULM process to modify the loop facility to UCL-D Loop specifications. Refer to the **Unbundled Loop Modification for Copper Loops CLEC Information Package** for additional ULM information. The rates for ULM are in addition to the UCL-D rate.

BellSouth will only ensure that the UCL-D has electrical continuity and provides balance relative to tip and ring.

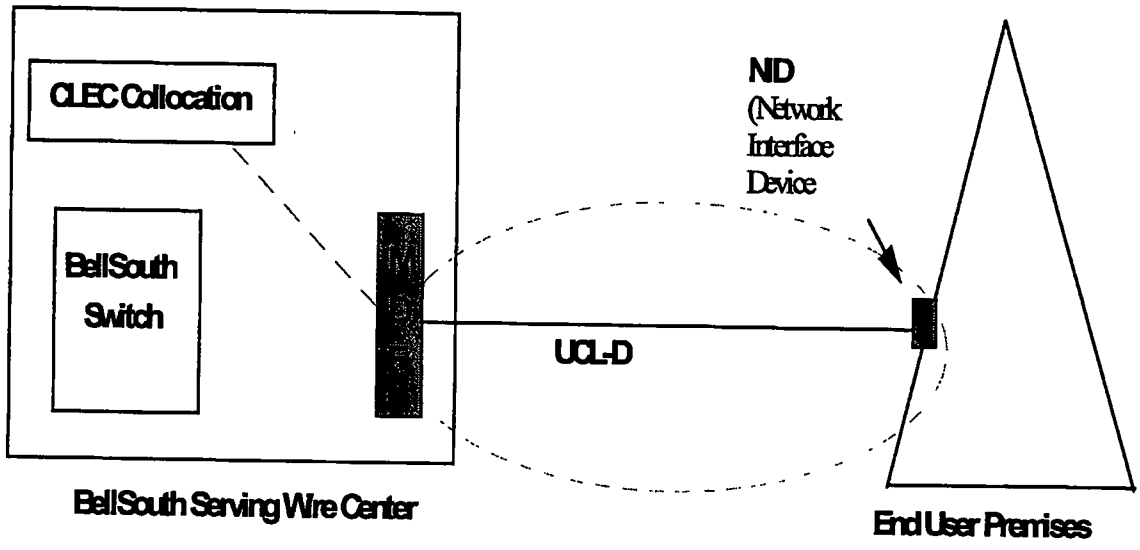
These loops are not designed or intended to provide any particular service. The loop may be attached to a variety of equipment both at the CLEC's collocation space and the end user premises. BellSouth does not guarantee a particular bit rate associated with these loops.

UCL-D will meet the parameters specified in **BellSouth's TR-73600.**

The UCL-D Loop will be delivered to the CLEC at its collocation space via a cross-connect ordered out of the Collocation offering.

BellSouth Unbundled Copper Loop - Designed

5. Network Configuration



6. Ordering Scenarios

This section will describe electronic and manual ordering scenarios available for UCL-D.

6.1 Electronic Ordering

When placing an order for a new facility, the CLEC must obtain a *Loop Make-up (LMU)* with a facility reservation number (FRN) prior to placing an electronic order. The LMU with Facility Reservation Number (FRN) option enables the CLEC to receive LMU and reserve a loop facility. For additional detail regarding the LMU/FRN process, refer to the **LMU Product Package.**

The CLEC will use the FRN when it submits an electronic order for a UCL-D. However, it should be noted that the specific loop type ordered must match the specifications of the reserved facility for which the FRN has been obtained. If the loop type the CLEC has ordered does not match the reserved facility, BellSouth Provisioning will override the FRN and attempt to provision a facility that matches the specifications of the loop type ordered. For information regarding UCL-D technical specifications refer to the to BellSouth's TR-73600.

If the CLEC has verified that an existing facility to an end user is compatible for a UCL-D, the CLEC may place the electronic order without obtaining a FRN.

The following sections will provide highlights of the various ordering scenarios for UCL-D electronic order *with and without Unbundled Loop Modification (ULM).* For complete and detailed ordering information, refer to the **Local Ordering Handbook** *(formerly named "BellSouth Business Rules for Local Ordering").*

6.1.1 Electronic Ordering without ULM

New Facility (Pre-Order LMU/FRN required)

- Obtain LMU with FRN
- Populate the RESID field with the FRN
- Submit the electronic order

Reuse of Existing Facility

If the UCL-D being ordered is a **reuse of an existing facility** and the CLEC is certain that the facility is compatible to the loop type being ordered, it is not necessary to obtain a FRN. The following applies:

- Prepare the electronic order and populate the RESID field with all "Xs"
- Submit the electronic order

Ordering Scenarios (continued)

BellSouth Unbundled Copper Loop - Designed

6.1.2 UCL-D with Pre-Approved ULM - Electronic Ordering Interim Process

Pre-Approved ULM option may be ordered on an electronic UCL-D order using the Electronic Ordering Interim Process for Pre-Approved ULM. This process is only available until such time that Electronic Ordering for Pre-Approved ULM is implemented. Refer to the **Unbundled Loop Modification for Copper Loops CLEC Information Package** for additional Pre-Approved ULM detail.

- Obtain LMU with FRN
- Populate the RESID field with the FRN
- Place the following comment in the RMKS section of the electronic order:

  Attn OSPE – CLEC Pre-Approves any necessary Loop Mod per SCA Y
- Submit the electronic order
- **Note:** BellSouth will attempt to perform a pair change in lieu of ULM. If a pair change is feasible, the facility provisioned will meet or exceed specifications of the requested loop modification. The standard interval for the UCL-D will be applied and will begin at the time the service order is updated to indicate "pair change in lieu of ULM". **If a pair change is performed, the CLEC will not be charged for ULM.**

6.2 Manual Ordering

The CLEC may submit UCL-D manual orders by the following methods:

- **Submit manual LSR directly to the LCSC** – CLEC must obtain and review LMU, qualify the facility for the Loop based on LMU and obtain a FRN prior to the order (Pre-Order LMU).
- **Submit Service Inquiry (SI) & LSR Firm Order** – BellSouth will qualify the facility for the UCL-D; or CLEC is requesting specified ULM.

The following sections will provide ordering highlights for submitting a UCL-D manual order *with and without Unbundled Loop Modification*. For complete and detailed ordering information, refer to the **Local Ordering Handbook.**

BellSouth Unbundled Copper Loop - Designed

6.2.1 LSR Manual Ordering without ULM

New Facility

- Obtain LMU with FRN
- Input the FRN in the RMKS section of the LSR
- Submit the manual order LSR to the Local Carrier Service Center (LCSC)
- No SI required

Reuse of Existing Facility

If the UCL-D being ordered is a **reuse of an existing facility** and the CLEC is certain that the facility is compatible to the loop type being ordered, it is not necessary to obtain a FRN. The following applies:

- Prepare the manual LSR business as usual for indicating a reuse of facility according to the guidelines in the **Local Ordering Handbook.**
- Submit the manual order LSR to the LCSC
- No SI required

6.2.2 LSR Manual Ordering with Pre-Approved ULM

1. Obtain LMU with FRN

- Input the FRN in the RMKS section of the LSR
- Populate SCA field with a "Y"
- Submit the manual order LSR to the Local Carrier Service Center (LCSC)
- No SI required
- **Note**: BellSouth will attempt to perform a pair change in lieu of ULM. If a pair change is feasible, the facility provisioned will meet or exceed specifications of the requested loop modification. The standard interval for the UCL-D will be applied and will begin at the time the service order is updated to indicate "pair change in lieu of ULM". If a pair change is performed, the CLEC will not be charged for ULM.

6.2.3 Service Inquiry (SI)/LSR Manual Ordering without ULM

- CLEC is not required to obtain a FRN since BellSouth will qualify the facility for a UCL-D. BellSouth will provide a FRN to the LCSC
- Prepare the LSR
- Prepare the SI according to the requirements in the **Service Inquiry Requirements** section 7

BellSouth Unbundled Copper Loop - Designed

Ordering Scenarios (continued)

6.2.4 SI/ LSR Manual Ordering with specified ULM

- Obtain LMU with FRN
- Prepare the LSR
- Prepare the SI with the appropriate ULM information and include the FRN of the reserved facility according to the requirements in the **Service Inquiry Requirements** section 7.

Note: BellSouth will attempt to perform a pair change in lieu of ULM. If a pair change is feasible, the facility provisioned will meet or exceed specifications of the requested loop modification. **If a pair change is performed, the CLEC will not be charged for ULM.**

6.3. Ordering Scenarios Summary

Ordering Scenario	Submission Method	CLEC Provided FRN	SCA field	LMT field	BTRL
Electronic Ordering without ULM	Electronic	FRN – RESID field on LSR	NA	NA	NA
Electronic Ordering with Pre-Approved ULM (Electronic Ordering Interim Process)	Electronic	FRN – RESID field on LSR RMKS – place comment from section 6.1.2	NA	NA	NA
LSR Manual Ordering **without ULM** (*No SI required)*	Submit to LCSC	FRN – RMKS section on LSR	NA	NA	NA
LSR Manual Ordering with Pre-Approved ULM (*No SI required)*	Submit to LCSC	FRN – RMKS section on LSR	Y	NA	NA
SI Manual Ordering without ULM	ICE or CSRG*	NA	NA	NA	NA
SI Manual Ordering with specified ULM	ICE or CSRG*	FRN on the SI	NA	NA	Indicate BT and BT location on SI

* Note: See **Service Inquiry Requirements** section below for details.

7. Service Inquiry Requirements

A Service Inquiry/LSR is required, dependent on the ordering scenarios described in the **Ordering Scenarios** section. SI/LSR transmittal options are described in 7.1and 7.2.

7.1 SI & LSR Firm Order Transmittal via ICE

ICE is a web-based interface for CLECs to submit Manual LMU SIs and xDSL SIs & LSR Firm Orders. SI submission through ICE sends the SI directly to the appropriate BellSouth Outside Plant Engineering (OSPE) group.

CLECs will need an ICE password. A password can be obtained by contacting CLEC's BellSouth Operation Support System (OSS) Representative

ICE will pre-populate the following information associated with the CLEC's login on each Manual LMU request:

- CLEC name
- CLEC Contact telephone number
- Local Serving Central Office (ACTL)
- CLEC ACNA
- CLEC BAN

The CLEC will submit the required information on detailed web screens that will allow the CLEC to use prompts, drop boxes and the help screen to input the necessary information. Once the information has been populated, the SI is submitted and will go directly to the appropriate BellSouth OSPE group for processing the SI request.

The CLEC may access ICE at this URL **http://ice.bellsouth.com**

The CLEC should refer to the **ICE User Guide*** located at the ICE web site for information about using the ICE interface.

A separate LSR form is not required when submitting the SI through ICE. A LSR will be generated from the information provided on the ICE screens and the LSR will be automatically forwarded to the LCSC.

Note**: On an interim basis when using ICE and requesting one of the ULM-Bridged Tap (ULM-BT) removal options, the CLEC must provide (exactly as stated) one of the following (only choose one) in the ICE 'Notes Tab for xDSL***':

Option 2 – Provide ULM-BT <=6000'
Option 3 – Provide ULM-BT ≥2500' & <6000'
Option 4 – Provide ULM-BT <2500'

For additional information and rules about the ULM-BT removal options, refer to the **ULM Copper Loop CLEC Information Package** and *'Service Inquiry/Instructions for Preparing Service Inquiry"* that is in section 7.2 below.

BellSouth Unbundled Copper Loop - Designed

Service Inquiry Requirements (continued)

7.2 SI & LSR Firm Order Transmittal via CRSG

- Refer to the **"Service Inquiry/Instructions for Preparing Service Inquiry"** for the SI.
- CLEC sends the SI and LSR Firm Order to the CRSG UNE Team.
- Refer to the **Complex Resale Support Group** web site and then click on **"Unbundled Network Orders"** for submission requirements.
- SI receipt acknowledgement by BellSouth will be in the same manner in which the CLEC submitted the SI.

8. NC/NCI Codes

Loop Type	NC	NCI at CLEC*	SEC NCI at End User*
2 Wire UCL-D	LX-N	02QC3.OOF	02NO2
4 Wire UCL-D	LX-N	04QC3.OOF	04NO2

* "0" is a numeric zero character; "O" is an alpha (letter O)

9. Rate Elements & USOCs

Rates for UCL-D must be in the CLEC's Interconnection Agreement.

Unbundled Copper Loop-Designed Rate Elements	USOC
2 Wire UCL-D, includes manual service inquiry and facility reservation	UCLPB
2 Wire UCL-D, without manual service inquiry and facility reservation	UCLPW
4 Wire UCL-D, includes manual service inquiry and facility reservation	UCL4S
4 Wire UCL-D, without manual service inquiry and facility reservation	UCL4W
Order Coordination (per loop)	UCLMC

Other Non-Recurring Charges

Expedite Charge – applies if CLEC requests an order interval less than the stated "standard interval" in the BellSouth Products and Services Interval Guide.

Manual Service Order -- applies if order is manually submitted

Electronic Service Order – applies if order is submitted electronically

Order Cancellation – applies if the CLEC cancels an order. This charge is for work associated with provisioning UCL-D pairs at the time the CLEC cancels an order.

Service Order Modification Charge – Applies if the CLEC modifies a service order after the Firm Order Confirmation has been issued.

Overtime Charge – Applies for work requested outside of normal working hours.

Time & Material – Applies for CLEC requested dispatch, (outside the central office) if "no trouble found"

10. Intervals

Provisioning intervals for UCL-D can be found in the **BellSouth Products and Services Interval Guide.**

11. Maintenance & Repair Procedures

The CLEC is responsible for testing and pre-screening any trouble conditions to make sure the trouble is with UCL-D pair before calling BellSouth. If the CLEC's testing isolates the repair problem to BellSouth's unbundled loop, the CLEC should notify the Customer Wholesale Interconnection Network Services (CWINS) Center.

The CLEC must provide the following information to CWINS Center when reporting a repair problem:

- UCL-D pair Circuit ID
- Description of the trouble

If BellSouth dispatches a technician on a CLEC reported trouble call and no UCL-D trouble is found, BellSouth will charge the CLEC for time spent on the dispatch and for time spent testing the UCL-D.

BellSouth UNE Maintenance Targets are used for the service repair target intervals. The Maintenance Target Intervals can be found in the **BellSouth Operational Understanding Guide** in Appendix B.

12. Contract Specific Provisions

Before any UCL-D can be ordered, the CLEC must have an Interconnection Agreement that includes terms, conditions and rates for each loop type that is being requested. This agreement must be in effect for all states where the CLEC plans to order these unbundled loops.

The information contained herein applies to the UCL-D general offerings. The general offerings are in accordance with BellSouth policies, procedures and regulatory obligations as well as the Standard Interconnection Agreement.

The general offering does not address specific contract issues within a CLEC's Interconnection Agreement that may be different from the general offering. Where specific contract issues differ from the information provided here, the contract provisions will prevail for the term of the specific CLEC Interconnection Agreement. Otherwise, the general offering provisions will apply.

13. Acronyms

CDP	Clear Defective Pair
CLEC	Competitive Local Exchange Carrier
CLLI	Common Language Location Identifier
CRSG	Complex Resale Support Group
DLC	Digital Loop Carrier
DLR	Design Layout Record
DSLAM	Digital Subscriber Line Access Multiplexer
ECD	Estimated Completion Date
EE	Enhanced Electronic
FOC	Firm Order Confirmation
FRN	Facility Reservation Number
ICE	Interconnection CLEC Enabler
ID	Identification
LCSC	Local Carrier Service Center
LMU	Loop Make-up
LSOGv2	Local Service Ordering Guidelines version 2
LSOGv4	Local Service Ordering Guidelines version 4
LSR	Local Service Request
LST	Line & Station Transfer
MDF	Main Distribution Frame
NC	Network Channel
NCI	Network Channel Interface
NID	Network Interface Device
OBF	Ordering & Billing Forum
OC	Order Coordination
OSPE	Outside Plant Engineering
PON	Purchase Order Number
RESID	Reservation Identification
RRD	Revised Resistance Design
SC	Special Construction

BellSouth Unbundled Copper Loop - Designed

Acronyms (continued)

SECNCI	Secondary Network Channel Interface
SI	Service Inquiry
TR73600	Technical Reference 73600
UCL-D	Unbundled Copper Loop - Designed
ULM	Unbundled Loop Modification
ULM-BT	Bridged Tap
ULM-LC	Load Coil
UNE	Unbundled Network Element
USOC	Universal Service Order Code

Unbundled DS1 Loop

CLEC
Information Package

Version 3

Table of Contents

BellSouth Unbundled DS1 Loop

1. Introduction & Scope

This Product Information Package is intended to provide to CLECs a product description and general ordering information specific to the UNE described herein. Detailed ordering guidelines are provided in documents located on the BellSouth Interconnection Web site.

The information contained in this document is subject to change. BellSouth will provide notification of changes to the document through the CLEC Notification Process.

Please contact your BellSouth Local Support Manager (LSM), if you have any questions about the information contained herein.

BellSouth Unbundled DS1 Loop

2. Revisions

Version 3

- **Ordering Information** section – the following **NC** codes are corrected:

Version 2	Version 3 – corrected:
HCD--	HCD-
HCZ--	HCZ-
HCE--	HCE-

- **Ordering Information** section – the following **SEC NC1 At End User** codes are corrected:

Version 2	Version 3 – corrected:
04DU9.1SN	04DU9.DN
04DU9.BN	04DU9.1SN

Version 2

- **Introduction & Scope** section – changed 'BellSouth Account Manager' to 'BellSouth Local Support Manager' in the last paragraph
- **Service Capabilities** section – added clarification regarding use of Unbundled DS1 Loop to wireless cell sites.
- **Ordering Information** section – added NC/NCI codes for T3CFAs.
- **Maintenance & Repair Procedures** section – provided link to "BellSouth Operational Understanding Guide" for reference to repair target intervals.

BellSouth Unbundled DS1 Loop

3. Service Description

The DS1 Loop is a 4-wire facility that is provisioned according to industry standards for DS1 or Primary Rate ISDN services. The Unbundled DS1 Loop enables full duplex 1.544 Mbps digital transmission and supports either Super Frame (SF) or Extended Super Frame (ESF) framing formats. The DS1 Loop facility will include any repeaters or other electronics to provide this loop type. It will also include 4 Wire DS1 Network Interface at the end-user's location for the purpose of connecting the loop to the end-user's inside wire.

4. Service Capabilities

The DS1 Loop is a designed circuit and is provisioned with a test point. BellSouth will provide a Design Layout Record (DLR).

BellSouth will perform installation testing (other than switch-based) that is needed to ensure the loop meets the specifications of **BellSouth's Technical Reference 73600** (TR73600).

BellSouth will perform order coordination (OC) activities associated with Number Portability and/or disconnect orders. OC is intended to convert an existing customer to a new local service provider using the DS1 Loop in a manner that minimizes the end-user's dial-tone interruption. BellSouth will notify the CLEC of the appropriate conversion time and will then perform the work within the negotiated interval.

If the CLEC requests work after normal working hours, overtime rates will apply for work outside of 8:00 a.m. to 5:00 p.m. local time.

If the CLEC's end user has existing service with BellSouth that utilizes a digital quality loop, and wants to change local service providers, BellSouth will attempt to reuse the end user's existing loop.

BellSouth will provision the Unbundled DS1 Loop to the extent that facilities are available at the requested end user's location.

Unbundled DS1 Loops are not available for purchase or for conversion from Special Access or Private Line Circuits if the Unbundled DS1 Loop will be used to provide telecommunications services to wireless cell sites or Mobile Telephone Switching Office (MTSO) locations.

BellSouth Unbundled DS1 Loop

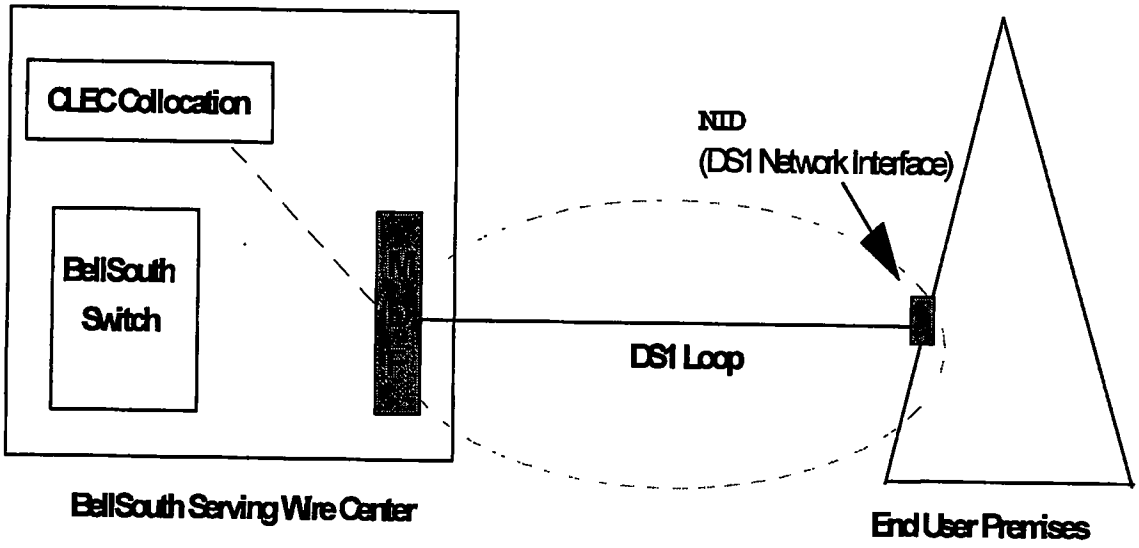
5. Technical Requirements

The DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. The technology used will be based upon existing capacities and distance from the central office.

The Unbundled DS1 Loop technical specifications are documented in **BellSouth's TR73600**. CLEC's equipment and method of interconnection must meet the specifications documented in the technical reference.

The Unbundled DS1 Loop will be delivered to the CLEC at its collocation space via a cross-connect ordered out of the Collocation offering.

6. Network Configuration



7. Ordering Information

Orders for the 4 Wire DS1 Loop can be placed electronically or manually. Information regarding electronic ordering and Local Service Request (LSR) form preparation can be found in the **Local Ordering Handbook** *(formerly named "BellSouth Business Rules for Local Ordering")*

The following information that is unique to a 4 Wire DS1 Loop is also required on the LSR:

LSR Field	Information Required			
NC/NCI	**Loop Type**	**NC**	**NCI* at CLEC**	**SEC NCI * at End User**
	4 Wire DS1 – Alternate Mark Inversion/Super Frame (AMI/SF)	HC--	04QB9.11	04DU9.BN
	4 Wire DS1 – Alternate Mark Inversion/Extended Super Frame (AMI/ESF)	HCD-	04QB9.11	04DU9.1KN
	4 Wire DS1 – Binary Eight Zero Substitution/Super Frame (B8ZS/SF)	HCZ-	04QB9.11	04DU9.DN
	4 Wire DS1 – Binary Eight Zero Substitution/Extended Super Frame (B8ZS/ESF)	HCE-	04QB9.11	04DU9.1SN
	4 Wire DS1- Alternate Mark Inversion/ Super Frame (AMI/SF), T3CFA	HC--	04QB6.33	04DU9.BN
	4 Wire DS1 Alternate Mark Inversion/Extended Super Frame (AMI/ESF), T3CFA	HCD-	04QB6.33	04DU9.1KN
	4 Wire DS1 – Binary Eight Zero Substitution/Super Frame (B8ZS/SF), T3CFA	HCZ-	04QB6.33	04DU9.DN
	4 Wire DS1 – Binary Eight Zero Substitution/Extended Super Frame (B8ZS/ESF), T3CFA	HCE-	04QB6.33	04DU9.1SN

*** Note:**
"0" is a numeric zero character
"O" is an alpha-numeric character

BellSouth Unbundled DS1 Loop

8. Rate Elements & USOCs

Terms, conditions and rates for the 4 Wire DS1 Loop will need to be included in the CLEC's Interconnection Agreement before a 4 Wire DS1 Loop can be ordered. Rates may vary by state.

Rate Element	USOC
Unbundled 4 Wire DS1 Loop	USLXX
Cross Connect, 4 Wire Loop provisioning	PE1P1 or CNC1X

Other Non-Recurring Charges

Expedite Charge – applies if CLEC requests an order interval less than the stated "standard interval" in the BellSouth Products and Services Interval Guide.

Manual Service Order -- applies if order is submitted manually

Electronic Service Order – applies if order is submitted electronically

Order Cancellation – applies if the CLEC cancels an order. This charge is for work associated with provisioning the 4 Wire DS1 Loop at the time the CLEC cancels an order.

Service Order Modification Charge – Applies if the CLEC modifies a service order after the Firm Order Confirmation has been issued.

Overtime Charge – Applies for work requested outside of normal working hours.

Time & Material – Applies for CLEC requested dispatch, (outside the central office) if "no trouble found"

BellSouth Unbundled DS1 Loop

9. Intervals

Provisioning intervals for the 4 Wire DS1 Loop can be found in the **BellSouth Products and Services Interval Guide.**

10. Maintenance & Repair Procedures

The CLEC is responsible for testing and pre-screening any trouble conditions to make sure the trouble is with the 4 Wire DS1 Loop before calling BellSouth. If the CLEC's testing isolates the repair problem to BellSouth's unbundled loop, the CLEC should notify the Customer Wholesale Interconnection Network Services (CWINS) Center.

The CLEC must provide the following information to the CWINS Center when reporting a repair problem:

- 4 Wire DS1 Loop pair Circuit ID
- Description of the trouble

If BellSouth dispatches a technician on a CLEC reported trouble call and no 4 Wire DS1 Loop trouble is found, BellSouth will charge the CLEC for time spent on outside dispatch and for time spent testing the 4 Wire DS1 Loop.

BellSouth UNE Maintenance Targets are used for the service repair target intervals. The Maintenance Target Intervals can be found in the **BellSouth Operational Understanding Guide** in Appendix B.

11. Contract Specific Provisions

Before the 4 Wire DS1 Loop can be ordered, the CLEC must have an Interconnection Agreement that includes terms, conditions and rates for each loop type that is being requested. This agreement must be in effect for all states where the CLEC plans to order these unbundled loops.

The information contained herein applies to the 4 Wire DS1 Loop general offering and is part of the standard BellSouth agreement. The general offering is in accordance with BellSouth policies, procedures and regulatory obligations as well as the Standard Interconnection Agreement.

The general offering does not address specific contract issues within a CLEC's Interconnection Agreement that may be different from the general offering. Where specific contract issues differ from the information provided here, the contract provisions will prevail for the term of the specific CLEC Interconnection Agreement. Otherwise, the general offering provisions will apply.

BellSouth Unbundled DS1 Loop

12. Acronyms

CLEC	Competitive Local Exchange Carrier
CLLI	Common Language Location Identifier
DLC	Digital Loop Carrier
DLR	Design Layout Record
EE	Enhanced Electronic
FOC	Firm Order Confirmation
ID	Identification
LCSC	Local Carrier Service Center
LSR	Local Service Request
MDF	Main Distribution Frame
NC	Network Channel
NCI	Network Channel Interface
NID	Network Interface Device
OC	Order Coordination
SECNCI	Secondary Network Channel Interface
TR73600	Technical Reference 73600
UNE	Unbundled Network Element
USOC	Universal Service Order Code

BellSouth Telecommunications, Inc.
North Carolina Utilities Commission
Docket Nos. P-772, Sub 8; P-913,
Sub 5; P-989, Sub 3; P-824, Sub 6; and P-1202, Sub 4
Joint Petitioners' 1st Request for Production
April 6, 2003
Item No. 2-18(B)-1
ATTACHMENT 1

ATTACHMENT TO REQUEST FOR PRODUCTION, ITEM NO. 2-18(B)-1

BELLSOUTH

BellSouth Interconnection Services
675 West Peachtree Street
Atlanta, Georgia 30375

Carrier Notification
SN9108

Date:

To: Competitive Local Exchange Carriers (CLECs)

Subject: Unbundled Loop Modification for Copper Loops CLEC Information Package

This is to announce the new ***Unbundled Loop Modification (ULM) for Copper Loops CLEC Information Package, Version 1***. This package will replace the Unbundled Loop Modification CLEC Information Package, Version 6.

The new ULM package is based on Loop Conditioning as defined by the *FCC's Triennial Review Order*. This package also includes the specific conditions under which BellSouth will remove Bridged Tap.

The ***Unbundled Loop Modification for Copper Loops CLEC Information Package, Version 1*** will be available on the web on December 15, 2003 at the following web site address:

http://interconnection.bellsouth.com/guides/html/unes html

Sincerely,

Jerry Hendrix – Assistant Vice President
BellSouth Interconnection Services

Carrier Notification and Network Disclosure Submission Form

Date of Submission: 12/1/03

Type of Submission (Notification/Disclosure): Notification

If Revision, Provide Serial Number of Original Submission.

Content Contributor Contact Information:
Name: Karen Fields
Phone: 205-977-1839

Subject of Submission: Unbundled Loop Modification for Copper Loops CLEC Information Package

Target Date for Internet Posting (Add 14 business days to submission date): 12/15/03

If Desired Posting Date is Less Than Target Date, Provide Information Below:
Reason for Expedite:

Expedite Approved by Pam Tipton, x8904 (Yes/No):
If no, submission will be treated as a routine request.

Document Information:
Number of Pages: 1
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Please Select (Bold) ALL the Following Customer Segments to Which The Letter Applies:

All Customers	Resale CLEC	**Facility-based CLEC**	Access (IXC)
Wireless	Data Service Provider	Independent Company	Payphone
Commercial Mobile Radio			

Please Select (Bold) the most appropriate Subject List Label to Which The Letter Applies:

Area Code Splits	Billing	Business/Operational Process
Collocation	Directory Assistance/Directory Listings (DA/DL)	
Documentation/Guides	E911	Interconnection/Contractual
LNP	Maintenance & Repair	Meeting
Network Operations	Provisioning	Product/Service
OSS	Tariff	Other

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All States	Alabama	Florida	Georgia	Kentucky
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If US Mail Distribution Required, Please Attach the Following:

1. Reason US Mail Distribution is required.
2. For Network Disclosures, Coordinator will mail to all names contained on standard Interconnection Services customer distribution list. If additional names are desired, or if a Carrier Notification, please provide a customer list with current address information.
3. OC and RC numbers must be provided to cover fulfillment and material costs.

Serial Number [Internal Use Only]: SN Pam Tipton_____ Pat Finlen_____

Note, all submissions must use the Carrier Notification or Network Disclosure Template and be submitted to the Notification and Disclosure Submission Mailbox **Notif.Discl.Coord@bellsouth.com** Incomplete Submission Forms will be rejected

BellSouth Telecommunications, Inc.
North Carolina Utilities Commission
Docket Nos. P-772, Sub 8; P-913,
Sub 5; P-989, Sub 3; P-824, Sub 6; and P-1202, Sub 4
Joint Petitioners' 1st Request for Production
April 6, 2003
Item No. 2-18(B)-1
ATTACHMENT 2

ATTACHMENT TO REQUEST FOR PRODUCTION, ITEM NO. 2-18(B)-1

NORTH CAROLINA UTILITIES COMMISSION

DOCKET NO. P-55, SUB 1022

REVISED EXHIBIT CKC-5

STATEMENT OF GENERALLY AVAILABLE TERMS AND CONDITIONS ("SGAT")

STATEMENT OF GENERALLY AVAILABLE TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLING AND RESALE PROVIDED BY BELLSOUTH TELECOMMUNICATIONS, INC. IN THE STATE OF NORTH CAROLINA

Pursuant to 47 U.S.C. § 252(f), BellSouth Telecommunications, Inc. ("BellSouth") makes the following terms and conditions generally available for the purposes of fulfilling its obligations under 47 U.S.C. §§ 251, 252(d) and 271. This Statement of Generally Available Terms and Conditions ("Statement") shall remain in effect for two (2) years from the date it takes effect under 47 U.S.C. § 252(f) following review by the North Carolina Utilities Commission. The filing of this Statement does not change or diminish BellSouth's willingness to negotiate individual agreements with competing local providers. This Statement is subject to revision to the extent necessary to comply with any legislative, regulatory or judicial order or rule that affects the rights and obligations created by this Statement. BellSouth has negotiated agreements with numerous competing local providers. These agreements are open to inspection, and provide examples of detailed contractual language that has been used by BellSouth and other carriers. These agreements may be utilized by other parties.

This Statement uses the following abbreviations throughout:

A. CLP means a competing local provider certificated by the North Carolina Utilities Commission to offer and/or provide local telecommunications services in North Carolina.

B. Commission means the North Carolina Utilities Commission.

C. 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. § 1, *et seq.*).

I. Interconnection (47 U.S.C. §§ 251(b)(5), 251(c)(2), 251(c)(6), 252(d)(1)&(2) and 271(c)(2)(B)(i))

BellSouth provides CLPs interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

A. Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to

pay reciprocal compensation for such traffic. Local traffic subject to reciprocal compensation does not include ISP-bound traffic. As an option, CLPs may elect to have all calls that originate and terminate within the same LATA treated as local calls for purposes of intercarrier compensation.

1. Interconnection Points. Local interconnection is available at any technically feasible point within BellSouth's network. Interconnection is currently available at the following points:

a. Line-side of local switch.

b. Trunk-side of local switch.

c. Trunk interconnection points for local and access tandem switches.

d. Central office cross-connect points.

e. Out-of-band signal transfer points.

Interconnection at applicable unbundled network element points is also available. See Section II.

2. Additional Interconnection Points. BellSouth will provide local interconnection at any other technically feasible point, including meet point interconnection arrangements. Requests for interconnection at other points may be made through the Bona Fide Request process set out in Attachment B.

3. Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic, as provided under this statement, each Party will report to the other a Percentage Local Usage ("PLU")[1]. The application of the PLU will determine the amount of local minutes to be billed to the other company. For purposes of developing the PLU, each company shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, each Party shall provide a positive report updating the PLU. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that

[1] Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply to local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate Terminating Company Pays minutes of use.

identifies the jurisdiction of traffic terminated as defined in this Statement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

4. Unidentified local traffic. Whenever BellSouth delivers traffic to a CLP for termination on the CLP's network, if BellSouth cannot determine because of the manner in which the CLP has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if the CLP can provide sufficient information for BellSouth to determine whether said traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that a CLP cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the CLP.

5. Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for the CLP's connection of its end user to a local end user of BellSouth, an independent company or another CLP, where both the parties are connected at the same tandem and termination of calls is authorized. Basic or enhanced local tandem interconnection may be selected. Basic interconnection allows CLPs to terminate traffic to BellSouth's end office switches and wireless service provider switches within the area served by the tandem. Enhanced interconnection adds the ability to terminate traffic to other CLPs and independent company switches in the area served by the tandem. The Local Exchange Routing Guide is the authority for what NXX Codes are assigned to switches sub-tending local tandems.

6. Transit Traffic Service. BellSouth shall provide tandem switching and transport services for the CLP's transit traffic. Transit traffic is traffic originating on the CLP's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to the CLP's network. Rates for local transit traffic shall be the same as call transport and termination rates as set forth in Attachment A to this Statement. Rates for intraLATA toll and switched access transit traffic shall be the applicable call transport and termination charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched access transit traffic presumes that the CLP's end office is subtending the BellSouth Access Tandem for switched access traffic to and from the CLP's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all transit traffic shall be pursuant to Multiple Exchange Carrier Access Billing (MECAB) [2] procedures. BellSouth will provide meet point billing usage records

[2] Multiple Exchange Carrier Access Billing means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison

to CLP either directly as an RAO Host company or to CLP through the RAO Host selected by the CLP. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered to a terminating carrier at the rates stipulated in this Statement. BellSouth agrees to deliver this traffic to the terminating carrier, provided that the CLP is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to the CLP. The CLP agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of the CLP. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this Section shall be pursuant to MECAB procedures.

7. Mutual Provision of Access Service. When BellSouth and a CLP provide an access service connection between an interexchange carrier ("IXC") and each other, each company will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each company will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the company providing the end office function. BellSouth will use the MECAB system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods will be employed for these arrangements. The recording company agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

B. Exchange of intraLATA toll traffic. Exchange of intraLATA toll traffic between BellSouth and CLP networks shall occur as follows:

1. IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that originates and terminates in the same LATA and that is not Local Traffic as defined in Section I.A. above.

Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLPs or by one LEC in two or more states within a single LATA.

2. Delivery of intraLATA toll traffic. For terminating its toll traffic on the other company's network, each company will pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff.

3. Rates. For originating and terminating toll traffic, each company shall pay the other BellSouth's intrastate or interstate (whichever is appropriate), switched network access service rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges will be determined by the routing of the call. If a CLP is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses a CLP as an interexchange carrier on a 1010XXX basis, BellSouth will charge the CLP the appropriate tariff charges for originating network access services. If BellSouth is serving as the CLP end user's presubscribed interexchange carrier or if the CLP end user uses BellSouth as an interexchange carrier on a 1010XXX basis, the CLP will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

4. Additional Interconnection. To the extent a CLP provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.

5. Compensation for 800 Traffic. Each company shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other company.

6. Records for 800 Billing. Each company will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format.

7. 800 Access Screening. Should a CLP require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. The CLP shall utilize SS7 signaling links, ports and usage as set forth in Section X. The CLP will not be required to utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff.

C. Methods of Interconnection. Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either company by the other company. Rates for collocation are set out in Attachment A. Terms and

conditions for physical collocation are contained in Attachment I. Terms and conditions for virtual collocation are contained in FCC Tariff No. 1, Section 20.

D. Trunk Groups. BellSouth and a CLP shall establish trunk groups between interconnecting facilities. Local traffic may be routed over either one-way or two-way trunks when interconnected with a BellSouth local tandem. BellSouth local tandems do not handle intraLATA toll or interLATA toll traffic. Combined local and intraLATA toll traffic may be routed over either one-way or two-way trunks when interconnected with a BellSouth access tandem or end office switch. In addition, for traffic utilizing intermediary tandem switching at the BellSouth access tandem, i.e. traffic which is not originated by or terminated to a BellSouth end user ("transit traffic"), one-way or two-way trunk groups are generally available for any combination of local, intraLATA or interLATA. BellSouth also provides a two-way Supergroup option which includes exchange of local and intraLATA toll traffic between BellSouth and a CLP as well as local, intraLATA or interLATA transit traffic. Requests for alternative trunking arrangements may be made through the bona fide request process (see Section II.B.) set out in Attachment B.

E. Rates. Rates for interconnection for local traffic on the BellSouth network are set out in Attachment A. Compensation for interconnection is reciprocal, as set out in Section XIII. Late payment fees, not to exceed the highest interest rate which may be levied by law for commercial transactions, compounded daily for the number of days from the payment due date to and including the date the CLP actually makes the payment, may be assessed if interconnection charges are not paid within thirty (30) days of the due date.

F. Billing. Billing for interconnection services will be through the Carrier Access Billing System ("CABS").

G. Network Design and Management for Interconnection. BellSouth will use its best efforts in conjunction with CLPs to create the most effective and reliable interconnected telecommunications networks. Detailed provisions governing network design and management for interconnection are contained in Section XVIII.

H. Interconnection Technical Standards. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal Transfer Point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each company shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

I. Quality of Interconnection. Where technically feasible, the local interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth

provides to CLPs will be at least equal in quality to what it provides to itself, to any subsidiary or affiliate or to any other party to which BellSouth provides local interconnection. Attachment C contains detailed service descriptions, and technical requirements provided to CLPs. Section 14.4 of Attachment C is particularly applicable to interconnection. BellSouth provides interconnection according to applicable industry standard technical references.

J. Ordering and Provisioning Guidelines. Where technically feasible, BellSouth provides interconnection ordering and provisioning services to CLPs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the BellSouth Business Rules for Local Ordering. See Section XV.

II. Access To Unbundled Network Elements (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(ii)). See also Statement Sections (IV), (V), (VI) and (X).

BellSouth provides CLPs access to unbundled elements of BellSouth's network on the following terms:

A. Available Network Elements. BellSouth shall, upon request of the CLP, provide to CLP access to its network elements at any technically feasible point for the provision of CLP's telecommunications service where such access is necessary and failure to provide access would impair the ability of CLP to provide services that it seeks to offer. The following BellSouth network elements are available on an unbundled basis:

1. Local Loop Transmission. BellSouth provides unbundled local loops. See Section IV.

2. Unbundled Local Transport. BellSouth provides unbundled local transport. See Section V.

3. Unbundled Local Switching. BellSouth provides unbundled local switching. See Section VI.

4. Signaling Network Elements/AIN Services. BellSouth provides unbundled signaling network elements and AIN services. See Section X..

5. Access to Operations Support Systems. BellSouth provides CLPs unbundled access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. The operations support systems available are:

a. Pre-Ordering. Pre-ordering allows CLPs to determine the availability of features and services, assign a telephone number, advise the customer of a due

date, validate a street address for service order purposes, and to obtain customer service record information, as applicable to the service being ordered. CLPs may obtain access to customer service record information under a blanket letter of authorization.

b. Ordering. Ordering provides the CLP order entry functions, including supplements, and the capability to establish directory listings.

c. Provisioning. Provisioning information available to CLPs includes firm order confirmation and notice of completions.

d. Trouble Reporting and Repair. Trouble reporting and repair allows CLPs to report and monitor service troubles and obtain repair services. BellSouth provides CLPs service trouble reporting availability and monitoring in a non-discriminatory manner that provides CLPs the same ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides CLPs an estimated time to repair, an appointment time or a commitment time, as appropriate, on all trouble reports.

e. Directory Listing and Line Information Databases. Access to the Directory Listing Database is discussed in Sections VII.B. and VIII.E. Access to the Line Information Database is discussed in Section X.

f. Customer Daily Usage Data. Customer daily usage data provides detailed information for determining billable usage for services such as directory assistance or toll calls associated with a resold line or a ported telephone number. This usage option allows CLPs to bill their end-user customers at their discretion, rather than on BellSouth's billing cycles. It also allows a CLP to establish toll limits, detect fraudulent calling or analyze the usage patterns of its customers. Usage data available includes the Access Daily Usage File (ADUF), Optional Daily Usage File (ODUF), and Enhanced Optional Daily Usage File (EODUF).

6. Interfaces for Operational Support Systems. BellSouth provides electronic interfaces for the following operational support systems functions: pre-ordering, ordering and provisioning, trouble reporting, and customer usage data. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center.

a. Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions or information: service address validation, telephone number selection, product and service availability, due date information, loop make-up information, and customer service record information. Access is provided through the Local Exchange Navigation System (LENS) and the

Telecommunications Access Gateway (TAG). TAG is a machine-to-machine interface that provides real-time interactive access to BellSouth databaes. LENS is a human-to-machine interface for use by those CLPs who choose not to use machine-to-machine interfaces.

b. Ordering and Provisioning. BellSouth provides CLPs electronic options for the exchange of ordering and provisioning information. The Exchange Access Control and Tracking system (EXACT) is for service requests involving interconnection trunking and many unbundled network elements. BellSouth provides TAG and Electronic Data Interchange (EDI) arrangement for resale requests and some unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability. TAG is an integratable pre-ordering and ordering interface.

c. Trouble Reporting. BellSouth provides three options for electronic trouble reporting. For exchange services, BellSouth offers CLPs access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway – the T1M1 standard machine-to machine interface called Electronic Communications Trouble Administration (ECTA) Gateway.

d. Billable Usage Information. BellSouth provides CLPs electronic files containing billable usage information associated with resold exchange lines, unbundled ports, and ported telephone numbers.

e. Rates. Rates for manual and electronic interfaces are set out in Attachment A. Nonrecurring service order charges are differentiated for manually and electronically processed orders.

f. Versioning. Pursuant to the Change Control Process, BellSouth will issue new software releases for new industry standards for its industry standard EDI and TAG interfaces. When a new release of new industry standards is implemented, BellSouth will, for these interfaces, continue to support both the new release (N) and the prior release (N-1). When BellSouth implements the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. Pursuant to the Change Control Process, BellSouth will issue documents to CLP with sufficient notice to allow CLP to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion. This versioning policy is set forth in the Change Control Process document and may be changed from time to time by the processes set forth in that document.

7. Collocation. Collocation allows CLPs to place equipment, including digital subscriber line access multiplexers, in BellSouth facilities. Physical and virtual collocation are available for interconnection and access to unbundled network elements as described in this Section. BellSouth will provide physical collocation for CLP equipment unless BellSouth demonstrates to the Commission that physical collocation is not practical for technical reasons or space limitations. Virtual collocation is available at the CLP's request and is not dependent on the availability of physical collocation. BellSouth facilities include central offices and serving wire centers, as well as buildings or similar structures owned or leased by BellSouth that house BellSouth network facilities, and structures that house facilities on public rights-of-way, including, but not limited to, vaults containing loop concentrators. Terms and conditions for physical collocation, including relevant intervals for provisioning physical collocation, are set forth in Attachment I. See Section XV. Terms and Conditions for virtual collocation are contained in FCC Tariff No. 1, Section 20.

8. Dark Fiber. Unused optical transmission media or "dark fiber" is available to CLPs as an unbundled network element, where it is in existence, as unbundled dark fiber loops or as unbundled dark fiber transport.

9. Line Sharing and Line Splitting

a. High Frequency Loop Spectrum (Line Sharing). BellSouth provides CLPs access to the high frequency portion of the loop network element as an unbundled network element where BellSouth is providing, and continues to provide, analog circuit-switched voiceband services on the particular loop for which the CLP seeks access. The high frequency portion of the loop is defined as the frequency range above the voiceband on a copper loop facility that is being used to carry analog circuit-switched voiceband transmissions. BellSouth may maintain control over the loop and splitter equipment and functions, and will provide CLPs with loop and splitter functionality that is compatible with any transmission technology that the CLP seeks to deploy using the high frequency portion of the loop, as defined in 47 C.F.R. § 51.319(h), provided that such transmission technology is presumed to be deployable pursuant to 47 C.F.R. § 51.230. BellSouth also offers CLPs the option of purchasing, installing and maintaining central office POTS splitters in the CLP's collocation arrangements. Any splitters installed by CLPs in the CLP's collocation arrangements shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. CLPs may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate. BellSouth will also provide line sharing splitters at its remote sites to allow CLPs to have access to the high frequency spectrum of copper subloops terminated at that remote site, where the CLP has a collocated DSLAM. BellSouth will condition loops to enable CLPs to access the high frequency portion of the loop spectrum in accordance with 47 C.F.R. § 51.319(a)(3) and § 51.319(h). Further details as to this network element are contained in Attachment C.

b. Line Splitting.

Line Splitting is a UNE service offering that allows a provider of data services (a "Data CLP") and a provider of voice services (a "Voice CLP") to deliver voice and data service to end users over one loop. The voice and data carriers may be the same or different carriers. End users currently receiving voice service from a CLP through a UNE platform (UNE-P) may be converted to Line Splitting arrangements by CLPs ordering Line Splitting Service.

Line Splitting network elements consist of a non-designed, analog loop from the serving wire center to the network interface device (NID) at the end user's location, a collocation cross connection connecting the loop to the collocation space, a second collocation cross connection from the collocation space connected to a voice port, and a splitter over which BellSouth will maintain control. The Data CLP provides data service over the high frequency portion of the loop purchased by the Voice CLP, utilizing a Voice CLP or Data CLP- provided collocated DSLAM, and splitter equipment. This may be the Voice CLP's or the Data CLP's collocation area. When converting from existing High Frequency Spectrum Co Based BellSouth Owned Splitter line sharing service to Line Splitting, BellSouth will discontinue billing for the upper spectrum. BellSouth will continue to bill the Data CLP for all associated splitter charges.

An unloaded, 2-wire copper loop must serve the end user. It is the responsibility of the CLP to determine if the loop meets its data requirements. The CLP's meet point is the point of termination for CLP's cable and pairs.

BellSouth will only interface with the Voice CLP that owns the loop for subsequent activity, trouble reports, etc. The Data CLP will act on behalf of the owner of the loop and will submit trouble reports for the data service. The Voice CLP that owns the loop is responsible for any billable charges associated with the loop.

i. If BellSouth is currently the voice provider and a provider of data services (a "Data CLP") is the advanced services provider, and the end user subsequently chooses a CLP for voice service (a "Voice CLP"), then the following would occur:

If the original line sharing arrangement was established with a Data CLP-owned splitter, then BellSouth would not be involved with the splitter provisioning and, accordingly, any decisions regarding use of the splitter would be left up to the Data CLP. If, however, the original line sharing arrangement was established with a BellSouth-owned splitter, then BellSouth would allow the Data CLP to continue leasing the BellSouth splitter under the following conditions:

1. The existing Data CLP remains the end user's advanced services provider; and

2. The Data CLP has an agreement with the Voice CLP to use the upper frequency spectrum of the loop to continue providing the advanced services.

The applicable recurring charges to be paid by the Voice CLP for this line splitting arrangement will be the loop, the port and two cross connects as shown on Attachment A. The applicable nonrecurring charges to be paid by the Voice CLP for this line splitting arrangement will be the nonrecurring rate for the loop-port combination (switch-as-is).

ii. Where a line sharing arrangement or UNE-P arrangement does not already exist, BellSouth will work cooperatively with CLPs to develop methods and procedures to develop a process whereby a Voice CLP and a Data CLP may provide services over the same loop. Under such process, BellSouth will deliver a loop and a port to the collocation space of either the Voice CLP or the Data CLP and will provide a splitter upon request of the CLP. The loop and port cannot be a loop and port combination (i.e., UNE-P), but must be individual stand-alone network elements.

B. Bona Fide Request Process.

1. Any request by CLP for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request (BFR), and shall be submitted to BellSouth pursuant to the BFR process, which is described in Attachment B.

2. CLP shall submit any BFR in writing to CLP's Account Manager. The BFR shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The BFR also shall include CLP's designation of the request as being (a) pursuant to the Telecommunications Act of 1996, or (b) pursuant to the needs of the business.

C. Quality of Network Elements. Where technically feasible, BellSouth provides CLPs with access to all the unbundled network elements described in this section. Such access will be at least equal in quality to that which BellSouth provides itself. Attachment C contains detailed service descriptions, and technical requirements applicable to CLP access to BellSouth unbundled network elements and the performance of those network elements. BellSouth provides network elements according to applicable industry standard technical references. See Section XVI.

D. Combining Network Elements.

1. CLP Combination of Network Elements. CLPs may combine BellSouth network elements, in any manner the CLP chooses, to provide telecommunications

services. CLP-combined network elements will be priced at the sum of the individual element charges. BellSouth will physically deliver unbundled network elements where reasonably possible, e.g. unbundled loops and ports extended to CLP collocation spaces as part of the network element offering. In addition, BellSouth offers central office Assembly Points to provide CLPs the capability to combine unbundled network elements themselves within a BellSouth central office location, without requiring the CLP to own or control any telecommunications equipment (i.e., without acquiring collocation space). Additional services desired by CLPs to assist in their combining or operating BellSouth unbundled network elements are available as negotiated.

2. Software Modifications. Software modifications, e.g., switch translations, necessary for the proper functioning of CLP-combined BellSouth unbundled network elements are provided as part of the network element offering. Additional software modifications requested by CLPs for new features or services may be obtained through the Bona Fide Request process.

3. Unbundled Network Element Combinations. BellSouth will provide Currently Combined, Ordinarily Combined and Not Typically Combined Unbundled Network Element Combinations as said combinations are defined and set forth in Attachment C.

E. Rates. Rates for the unbundled network elements, combinations of elements, collocation and Assembly Points described above are set out in Attachment A.

F. Ordering and Provisioning. Where technically feasible, BellSouth provides unbundled network element ordering and provisioning services to CLPs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed guidelines for ordering and provisioning unbundled BellSouth network elements are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

G. Billing. BellSouth provides unbundled network element billing under Ordering and Billing Forum (OBF) guidelines for CABS bill formats as those guidelines are developed.

III. Access To Poles, Ducts, Conduits, and Rights of Way (47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii))

BellSouth provides nondiscriminatory access to poles, ducts, conduits and rights-of-way under the following terms:

A. Standard License for Poles, Ducts, Conduits and Rights-of-Way. BellSouth will provide CLPs with nondiscriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by BellSouth under the Standard Agreement set out in Attachment D.

B. Access to Engineering Records. BellSouth will provide access to relevant plats, maps, engineering records and other data to CLPs upon receiving a Bona Fide Request for access and CLP agreement to reasonable terms to protect proprietary information.

C. Capacity Reservation. BellSouth cannot reserve any spare capacity unless needed for reasons of safety, reliability and generally applicable engineering purposes. CLPs may only reserve the bona fide capacity needed and will not be allowed to warehouse BellSouth's capacity to the detriment of Bellsouth or any other CLP.

D. Rates. Rates for Poles, Ducts, Conduits and Rights of Way are set out in Attachment A.

IV. Local Loop Transmission Unbundled From Local Switching (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(iv))

BellSouth provides access to unbundled local loops and sub-loop elements on the following terms:

A. Unbundled Local Loops. Local loops provide transmission paths between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises, including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions, and capabilities of such transmission facility, including, but not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. BellSouth provides a variety of local loop configurations. Local loops include, but are not limited to, unbundled copper loops, dark fiber loops, DSO, DS1, DS3, fiber, and other high capacity loops. All BellSouth provided loops will be provisioned according to BellSouth's TR 73600.

1. 2-Wire Voice Grade Service Level One. Service Level One (SL1) loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. BellSouth will attempt to utilize existing loops where possible. Order coordination will be offered as a chargeable option on SL1 loops when reuse of existing facilities has been requested by CLP. CLP may also request order coordination-time specific ("OC-TS") when a specified conversion time is desired. OC-TS is a chargeable option for any coordinated order and is billed in addition to the order coordination charge. When OC-TS is requested, BellSouth will make every effort to accommodate the CLP's specific conversion time request. However, BellSouth reserves the right to negotiate with CLP a conversion time based on load and appointment control when necessary. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides loop make up information that is similar to the information normally provided in a Design Layout Record. BellSouth will notify CLP of conversion times and will perform conversion

work within the negotiated interval.

2. 2-Wire Voice Grade Service Level Two. Service Level Two (SL2) provides a designed circuit and design layout record. CLPs are responsible for loop testing and reporting troubles. SL2 circuits will have test points provisioned. There will be no additional charge for manual order coordination activities when converting local exchange subscribers to CLP service using unbundled SL2 local loops. BellSouth will notify CLPs of conversion times and will perform conversion work within the negotiated interval. Specific conversion times are available at an additional charge. BellSouth will attempt to utilize existing loops where possible.

3. ADSL: Asymmetrical Digital Subscriber Line (ADSL) Capable Loop. These copper loops are provisioned according to the Revised Resistance Design (RRD) industry standards which means they may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap which is inclusive of the loop length.

4. HDSL: High Big Rate Digital Subscriber Line (HDSL) Capable Loop. These copper loops are provisioned according to the Industry Standard Carrier Service Area ("CSA") guidelines. Such loops will be 12,000 feet or less on 24 gauge wire and 9,000 feet or less on 26 gauge wire, inclusive of up to 2,500 feet of bridged tap (with no one bridged tap exceeding 2000 feet). The technical specifications for xDSL loops are found in BellSouth 73600.

5. UCL/short: Unbundled Copper Loop (UCL). 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). A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The UCL is a dry copper loop and is not intended to support any particular telecommunications service. CLP may use the UCL for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of CLP's choosing. CLP will determine the type of service that will be provided over the loop. Because the UCL is an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLP agrees that BellSouth's UCL 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 UCLs.

6. UCL/long: Unbundled Copper Loop/long (UCL/long). 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). A long UCL (18 kft or more) will be provisioned with a maximum of 2800 ohms resistance. The UCL is a dry copper loop and is not intended to support any particular telecommunications service. CLP may use the UCL for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of CLP's choosing.

CLP will determine the type of service that will be provided over the loop. Because the UCL is an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLP agrees that BellSouth's UCL 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 UCLs.

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

8. ISDN/IDSL/UDC: BellSouth will offer the IDSL-Compatible Loop, known internally at BellSouth as the Universal Digital Channel (UDC), as a part of its Unbundled Digital Loop offerings as an xDSL capable loop. The IDSL-Compatible loop is compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. The technical specifications which govern this loop are those set forth in BellSouth's TR73600, which is in effect on the date of execution of this agreement.

Like the ISDN-capable loop, the IDSL-Compatible loop may be provisioned on copper or through a DLC system. Due to technical limitations associated with certain DLC systems, certain ports on Digital Loop Carrier ("DLC") systems do not support ISDN Digital Subscriber Lines (IDSL). Therefore, when IDSL-Compatible 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.

B. Sub-Loop elements. The subloop is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface. The following sub-loop elements are each separately available as unbundled network elements:

1. Loop Distribution Facility. Loop distribution facility is between the demarcation point at the customer's premises and a cross connect device typically located closer to the customer than to the central office.

2. Loop Distribution-Intrabuilding Network Cable (USLD-INC) (a.k.a. riser cable). USLD-INC is defined as a distribution facility inside a building or between buildings on the same continuous property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises. Carriers will access INC on a cross-connect panel suitable for access by multiple carriers in the building equipment room.

3. Network Terminating Wire (UNTW). UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the loop which, in multi-subscriber configurations, represents the point at which the network branches our to serve individual subscribers. UNTW is the last part of the loop on the network (BellSouth) side of the demarcation point.

4. Loop Concentration Systems. Loop concentration systems aggregate and disaggregate signals transmitted over local loops outside the central office.

5. Network Interface Device. The Network Interface Device (NID) element is the physical point of connection between BellSouth's network, particularly loop facilities, and the end-user customer. It includes any means of interconnection of end-user customer premises wiring to the incumbent LEC's distribution plant, such as a cross connect device used for that purpose. BellSouth will permit a requesting telecommunications carrier to connect its own loop facilities to on-premises wiring through the incumbent LEC's network interface device, or at any other technically feasible point. Where the NID has excess capacity, the CLP may use existing NID capacity to serve the end user. Where the NID does not have sufficient excess capacity, a NID-to-NID connection must be established. The burden of properly grounding the loop after disconnection from the customer's wire and maintaining the loop in proper order and safety is the responsibility of the CLP. Any party connecting to BellSouth's NID shall assume full liability for its actions and for any adverse consequences that could result.

6. Feeder Distribution Interface. The feeder distribution interface is a device that terminates the loop distribution and the loop feeder, and cross-connects them in order to provide a continuous transmission path between the NID and a telephone company central office.

7. Loop feeder. Loop feeder provides a transmission path between the feeder distribution interface and the telephone company central office.

C. Loop Cross Connects. Loop cross connects allow the local loop to be transported from the main distribution frame in the central office to a CLP's collocated space.

D. Unbundled Loop Channelization Systems. Unbundled loop channelization systems with central office channel interfaces channelize multiple digital loop carrier channels on a non-concentrated or concentrated basis up to a maximum of 96 voice grade channels per system.

E. Single Point of Interconnection. BellSouth provides a single point of interconnection at multi-unit premises that is suitable for use by multiple carriers.

F. Line Conditioning. Line conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridged taps, low pass filters and range extenders. Where technically feasible, BellSouth will test and report trouble for all the features, functions, and capabilities of conditioned lines, and may not restrict testing to voice-transmission only. CLP may select the level of line conditioning it desires and will be required to pay only for the level of conditioning it selects. BellSouth performs line conditioning on unbundled loops upon CLP request, whether or not BellSouth offers advanced services to the end-user customer on that loop. A CLP has the option of refusing, in whole or in part, to have a line conditioned without diminishing its right of access to the high frequency portion of the loop.

G. Rates. Rates for elements in this section are set out in Attachment A.

H. Quality of Network Elements. Where technically feasible, BellSouth provides CLPs with unbundled local loops and sub-loop elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself. Attachment C contains detailed service descriptions and technical requirements applicable to CLP access to BellSouth unbundled network elements including local loops and sub-loop elements. BellSouth provides network elements according to applicable industry standard technical references. See Section XVI.

I. Ordering and Provisioning. Where technically feasible, BellSouth provides local loop and sub-loop element ordering and provisioning services to CLPs that are equal to the ordering and provisioning services BellSouth provides itself. Detailed guidelines for ordering and provisioning local loops and sub-loop elements are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

V. Local Transport From The Trunk Side Unbundled From Switching Or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(v))

BellSouth provides local transport from the trunk side of its switches unbundled from switching or other services under the following terms:

A. Local Transport Elements. Transport elements provide transmission paths that connect one location to another. BellSouth offers both dedicated and common (shared) local transport from the trunk side of its central office switches over a variety of transport options unbundled from switching or switch ports.

1. Dedicated Transport. Dedicated Transport is an interoffice transmission path used exclusively by a single carrier for the transmission of its traffic. Dedicated transport is available between BellSouth central offices and between BellSouth central offices and CLP facilities. Transmission media include all technically feasible capacity-related services including, but not limited to, DS-1, DS-3, STS-1 and OCn levels.

2. Common Transport. Common transport is a shared transmission path used for the traffic of multiple carriers. Common transport is available between BellSouth end offices and between BellSouth end offices and BellSouth tandem switches. BellSouth provides common transport on a per minute of use basis. Transmission media used to provide common transport includes speeds up to and including OCn.

3. Tandem Switching. Tandem switching establishes a communications path between two switching offices through a third switching office. BellSouth offers all the functionality of its tandem switches to CLPs unbundled from transport. Tandem switching includes the facilities connecting the trunk distribution frame to the switch, and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two other switches as well as functions that are centralized in tandem switches such as call recording, routing of calls to operator services and signaling conversion functions.

4. Digital Cross-Connect Systems. BellSouth provides CLPs, to the extent technically feasible, with the functionality provided by BellSouth's digital cross-connect systems.

5. Additional Options. BellSouth makes additional transport elements available at any technically feasible point. CLPs may use the Bona Fide Request process to obtain additional options.

B. Rates. Rates for local transport elements are set out in Attachment A.

C. Quality of Network Elements. Where technically feasible, BellSouth provides CLPs with unbundled local transport elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself. Attachment C contains detailed service descriptions, and technical requirements applicable to CLP access to BellSouth unbundled

network elements including transport elements. BellSouth provides network elements according to applicable industry standard technical references. See Section XVI.

D. Ordering and Provisioning. Where technically feasibler, BellSouth provides local transport ordering and provisioning services to CLPs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed guidelines for ordering and provisioning local transport elements are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

VI. Local Switching Unbundled from Transport, Local Loop Transmission or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(vi))

BellSouth provides local switching unbundled from transport, local loop transmission or other services under the following terms:

A. Local Circuit Switching. BellSouth offers all the functionality of its local circuit switches to CLPs unbundled from transport, local loop transmission and other services, except as set forth in VI.B. Local switching provides the functionality to connect the appropriate originating lines or trunks wired to the Main Distributing Frame or to the digital Cross Connect panel to a desired terminating line or trunk. Local circuit switching functionality includes line termination and line side switching (dialtone) capability and other switch functionality, e.g., vertical features. All vertical features loaded in a circuit switch are available to CLPs. Features loaded but not activated, and features not loaded in the circuit switch are available and may be requested through the Bona Fide Request process. Local circuit switching functionality also provides access to all the features and functionality available to the switch and switch software including transport signaling, 911, operator directory and repair services as well as AIN and similar capabilities.

1. Selective Routing. Selective routing to a CLP's desired platform is available as discussed in Section X.A.3.f.

2. Port Cross Connects. Port cross connects allow ports to be transported from the main distribution frame in the central office to a CLP's collocated space.

B. Availability of Local Circuit Switching as an Unbundled Network Element. BellSouth provides CLPs with local circuit switching as defined above on an unbundled network element basis except, pursuant to 47 C.F.R § 319(c)(2), for CLPs that serve end-users with four or more voice grade (DS0) equivalents or lines, where BellSouth provides nondiscriminatory access to combinations of unbundled loops and transport throughout Density Zone 1, and BellSouth's local circuit switches are located in the top 50 Metropolitan Statistical Areas as set forth in Appendix B of the Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, and in Density Zone 1, as defined in 47 C.F.R. § 69.123 on January 1, 1999. BellSouth

provides combinations of unbundled loops and transport throughout Density Zone 1 in the Charlotte and Greensboro MSAs as described in Attachment C.

C. Packet Switching. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to: (i) the ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel); (ii) the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; (iii) the ability to extract data units from the data channels on the loops; and (iv) the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

D. Availability of Packet Switching as an Unbundled Network Element. BellSouth provides CLPs with packet switching as an unbundled network element only where all of the following conditions are satisfied:

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);

2. There are no spare copper loops capable of supporting xDSL services the CLP seeks to offer;

3. BellSouth has not permitted a CLP to deploy a Digital Subscriber Line Access Multiplexer in the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points as defined in 47 C.F.R. § 319(b); and

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

E. Rates. Cost-based rates for unbundled local circuit switching provided on an unbundled network element basis under 47 U.S.C. § 251(c)(3) are set out in Attachment A. Rates, terms and conditions for unbundled local circuit switching provided under 47 U.S.C. § 271(c)(2)(B)(vi) but not on an unbundled network element basis under 47 U.S.C. § 251(c)(3), and packet switching provided on an unbundled network element basis may be obtained through the bona fide request process.

F. Quality of Network Elements. Where technically feasible, BellSouth provides CLPs with unbundled local switching elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself. Attachment C contains detailed service descriptions, and technical requirements applicable to CLP access to BellSouth unbundled network elements including local switching elements. BellSouth provides network elements according to applicable industry standard technical references. See Section XVI.

G. Ordering and Provisioning. BellSouth provides CLPs with ordering and provisioning services for local switching that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning local switching elements are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

VII. Nondiscriminatory Access to (A) 911/E911 Emergency Network (47 U.S.C. §§ 251(c)(3) and 271(c)(2)(B)(vii)(I); Regulations §§ 901(J),(K)(2)); (B) Directory Assistance Services (§§ 271(c)(2)(B)(vii)(II) and 251(c)(3)); and (C) Operator Call Completion Services (§§ 271(c)(2)(B)(vii)(III) and 251(c)(3))

BellSouth provides nondiscriminatory access to the 911/E911 network, directory assistance and operator call completion services and associated databases under the following terms:

A. Access to 911/E911. BellSouth provides CLPs with equal access to 911/E911 service and the ability for CLPs to provide customer numbers and address information to 911/E911 providers on the following terms:

1. 911/E911 Service. Basic 911 and E911 provide callers access to the applicable emergency services bureau by dialing a three-digit universal telephone number.

2. Equal Access. A CLP's customers will be able to dial and reach emergency services bureaus providing 911/E911 service in the same manner as BellSouth customers.

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

4. E911 Service Provisioning. For E911 service, a CLP will be required to install a minimum of two dedicated trunks originating from the CLP's 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. The CLP will be required to provide BellSouth daily updates to the E911 database. A CLP 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, the CLP 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.

5. Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on CLPs beyond applicable charges for BellSouth trunking arrangements shown on Attachment A.

6. 911/E911 Databases. BellSouth will load CLP end-user information into 911/E911 databases in the same manner it loads BellSouth end-user information so that CLP end-user information is available at the same time and in the same manner as BellSouth end-user information.

7. Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers determine the appropriate practices and procedures for BellSouth and CLPs to follow in providing 911/E911 services.

B. Directory Assistance Services. BellSouth provides CLPs nondiscriminatory access to directory assistance services and databases on the following terms:

1. Directory Assistance Database. BellSouth includes CLP subscriber listings in BellSouth's directory assistance database at no charge. CLPs must provide timely updates in the appropriate format. The same procedures and time intervals will apply to the entry of directory assistance information and updates for BellSouth, CLPs and independent telephone company end-users.

2. BellSouth Directory Assistance Services. BellSouth provides CLPs and their subscribers nondiscriminatory access to directory assistance service under BellSouth's tariffs. CLP subscribers will be able to reach BellSouth's directory assistance by dialing the same numbers, and will receive the same treatment, as BellSouth subscribers. If the

CLP provides ANI, then additional services such as directory assistance call completion will be available. BellSouth offers CLPs the following access options on the same terms as they are currently offered to other telecommunications providers:

a. Directory Assistance Access Service. This service is currently provided by BellSouth to interexchange carriers for directory assistance.

b. Direct Access to Directory Assistance Service. This service provides direct on-line access to BellSouth's directory assistance database.

c. Directory Assistance Database Service. This service provides a copy of the BellSouth Directory Assistance database to requesting carriers.

3. Selective Routing for CLP Branded Directory Assistance Services. BellSouth provides CLPs purchasing BellSouth unbundled local circuit switching and reselling BellSouth local exchange service under Section XIV with selective routing or a compatible signaling protocol for routing of calls to a requesting CLP's directory service platform for provision of CLP directory assistance services or to a BellSouth platform for BellSouth provision of CLP-branded directory assistance. In either case, CLP customers may use the same dialing arrangements as BellSouth customers, but obtain a CLP-branded service. BellSouth's selective routing offering is discussed in Section X.A.3.f.

4. Rates. Rates for Directory Assistance Services provided under 47 U.S.C. § 271(c)(2)((B)(vii) may be obtained from BellSouth's tariffs or through negotiations.

C. Operator Call Completion Services. BellSouth provides operator services to CLPs in the same manner and extent, utilizing the same databases, that BellSouth provides operator services to its customers:

1. Busy Line Verification and Emergency Interrupt. Busy line verification and busy line verification and emergency interrupt allows BellSouth and CLP subscribers to request an operator to verify that a line is busy or to interrupt a conversation.

2. Intercept Service. This service provides for call interception in the event of a number change or disconnect. BellSouth provides intercept service to CLPs.

3. Operator Call Processing Access Service. This service provides operator and automated call handling for processing and verification of alternative billing information for collect, calling card and billing to a third number. This service can also be used to provide customized call branding, dialing instructions and other operator assistance.

4. Centralized Message Distribution System. Centralized Message Distribution System ("CMDS") is a Bellcore administered national system used to transfer specially formatted messages among companies. BellSouth will offer CLPs CMDS Hosting and access to various mechanized reports provided through the system as set out in detail in Attachment E.

5. Selective Routing for CLP Branded Operator Call Completion Services. BellSouth provides CLPs purchasing BellSouth unbundled local circuit switching and reselling BellSouth local exchange service under Section XIV with selective routing or a compatible signaling protocol for routing of calls to a requesting CLP's operator service platform for provision of CLP operator call completion services or to a BellSouth platform for BellSouth provision of CLP-branded operator call completion services. In either case, CLP customers may use the same dialing arrangements as BellSouth customers, but obtain a CLP-branded service. BellSouth's selective routing offering is discussed in Section X.A.3.f.

6. Rates. Rates for Operator Call Completion Services provided under 47 U.S.C. § 271(c)(2)((B)(vii) may be obtained from BellSouth's tariffs or through negotiations.

D. Quality of Network Elements. Where technically feasible, BellSouth provides CLPs nondiscriminatory access to the 911/E911 emergency network, directory assistance and operator call completion services, that is at least equal in quality to that which BellSouth provides itself,. Attachment C contains detailed service descriptions, and technical requirements applicable to CLP nondiscriminatory access to BellSouth 911/E911 emergency network, directory assistance and operator call completion services. BellSouth provides network elements according to applicable industry standard technical references.

E. Ordering and Provisioning. Where technically feasible, BellSouth provides ordering and provisioning services for nondiscriminatory access to the 911/E911 emergency network, directory assistance and operator call completion services to CLPs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed guidelines for ordering and provisioning nondiscriminatory access to 911/E911 emergency network, directory assistance and operator call completion services elements are set out in the BellSouth Business Rules for Local Ordering. See Section XVI.

VIII. White Pages Directory Listings For CLP Customers (47 U.S.C. § 271(c)(2)(B)(viii))

BellSouth provides CLPs and their customers access to white pages directory listings under the following terms:

A. Listings. BellSouth or its agent will include CLP residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between CLP and BellSouth subscribers.

B. Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to CLPs or their subscribers provided that the CLP provides subscriber listing information to BellSouth at no charge.

C. Procedures for Submitting CLP Subscriber Information. BellSouth will provide to CLPs a magnetic tape or computer disk containing the proper format for submitting subscriber listings. CLPs will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in the BellSouth Business Rules for Local Ordering. See Section XV.

D. Unlisted Subscribers. CLPs will be required to provide to BellSouth the names, addresses and telephone numbers of all CLP customers that wish to be omitted from directories.

E. Inclusion of CLP Customers in Directory Assistance Database. BellSouth will include and maintain CLP subscriber listings in BellSouth's directory assistance database at no charge. BellSouth and CLPs will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information. CLP subscriber listings and information will be migrated as is upon a change of service provider consistent with Ordering and Billing Forum standards.

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

G. Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

H. Delivery. BellSouth or its agent shall deliver White Pages directories to CLP subscribers at no charge.

IX. Nondiscriminatory Access to Telephone Numbers For CLP Customers (47 U.S.C. §§ 251(b)(3) and § 271((c)(2)(B)(ix))

A. Non-Discriminatory Access. A neutral party currently serves as the North American Numbering Plan administrator. BellSouth complies with the rules adopted pursuant to 47 U.S.C. § 251(e).

X. Nondiscriminatory Access to Signaling and Signaling Databases (47 U.S.C. §§ 251(c)(3), 252(d)(2) and 271(c)(2)(B)(x))

BellSouth provides nondiscriminatory access to signaling and signaling databases under the following terms:

A. Signaling and Signaling Databases. Signaling elements offered by BellSouth include signaling systems and databases. Signaling elements facilitate call routing and completion. BellSouth offers CLPs mediated access to BellSouth's signaling network and signaling databases on an unbundled basis. Available signaling elements include Signaling Links, Signal Transfer Points and Service Control Points.

1. Signaling Links. Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a dedicated set of two or four 56 kbps transmission paths between CLP designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point. BellSouth will provide connections between a switch or Service Switching Point and a home Signal Transfer Point and connections between two Signal Transfer Point pairs in different company networks.

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

3. Service Control Points. Service Control Points ("SCPs") are databases that store and provide access and the ability to manipulate information required to offer particular services. BellSouth provides the following SCP databases on an unbundled basis:

a. Line Information Database. The line information database ("LIDB") is an SCP transaction-oriented database that contains records associated with subscriber line numbers and special billing numbers. CLPs may query BellSouth's LIDB to verify collect or third number billing calls. BellSouth will enter CLP line information into its LIDB under the terms of the Line Information Database Storage Agreement attached as Attachment F. Entry of line information into LIDB will allow CLP end users to participate in alternate billing arrangements such as collect or third number billed calls.

b. Toll Free Number Database. The Toll Free Number Database is an SCP that provides functionality necessary for toll free number service.

c. Automatic Location Identification/Data Management System. The Automatic Location Identification/Data Management System contains subscriber information used to route calls to the appropriate Public Safety Answering Point.

d. Advanced Intelligent Network. BellSouth offers CLPs access to its SCP-based Advanced Intelligent Network ("AIN") through BellSouth's Service Creation Environment and Service Management System ("SCE/SMS"). SCE/SMS access allows CLPs to provide AIN services from either BellSouth switches or their own. It also allows CLPs to create service applications using BellSouth's AIN service creation tools and to deploy those services using BellSouth's service management tools. CLPs will have the same access to SCE/SMS as BellSouth.

e. Additional Databases. BellSouth provides CLPs access to the following additional databases on an unbundled network element basis: Calling Name Database, 911 Database, E911 Database and number portability databases.

f. Selective Routing. Selective routing allows CLPs purchasing unbundled BellSouth local switching or reselling BellSouth retail service under Section XIV to identify and selectively route subscriber calls from a BellSouth switch and BellSouth services to a CLP's switch and services using the same digits dialed by BellSouth subscribers. In addition, calls may be selectively routed to BellSouth platforms allowing BellSouth to provide CLP-branded services on behalf of the CLP. This allows CLP branding of services such as operator, directory assistance or repair services. Selective routing is provided through AIN-based carrier routing service. BellSouth also provides selective routing through the use of line class codes.

B. Rates. Rates for BellSouth signaling services, including databases, are set out in Attachment A.

C. Ordering and Provisioning. BellSouth provides selective routing, signaling and signaling database element ordering and provisioning services to CLPs that are at least equal in quality to the ordering and provisioning services BellSouth provides itself, where technically feasible. Detailed guidelines for ordering and provisioning selective routing, signaling and signaling database services are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

D. Quality of Network Elements. BellSouth provides CLPs with unbundled signaling and signaling database elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, and technical requirements applicable to CLP access to BellSouth

unbundled network elements including signaling and signaling databases. BellSouth provides network elements according to applicable industry standard technical references. See Section XVI.

E. 800 Query Rates. Rates for a CLP to use BellSouth's 800 database (for query purposes only) are set out in Attachment A.

XI. Interim Service Provider Number Portability (47 U.S.C. §§ 251(b)(2) and 271(c)(2)(B)(xi))

Until local number portability is implemented in a given area, BellSouth provides interim Service Provider Number Portability that allows customers switching from BellSouth to a CLP to retain the same telephone number(s) under the following terms:

A. Service Provider Number Portability. Service Provider Number Portability ("Number Portability") is a service arrangement that allows an end user customer who switches service providers to keep the same telephone number. Number portability is available only within the same serving wire center.

B. Quality of Service. BellSouth will provide number portability to CLPs and their customers with minimum impairment of functionality, quality, reliability and convenience. See Section XVI.

C. Methods of Providing Number Portability. Number portability is available through remote call forwarding ("RCF"), direct inward dialing trunks ("DID"), Route Indexing - Portability Hub ("RI-PH") and Directory Number Route Indexing ("DNRI") at the election of the CLP. Remote call forwarding is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks allow calls to be routed over a dedicated facility to the CLP switch that serves the subscriber. SS7 Signaling is not required for the provision of these services. Detailed guidelines for the provision of number portability are set out in Attachment G.

D. Rates. Rates for RCF and DID are set out in Attachment A. Rates for RI-PH and DNRI may be developed through the Bona Fide Request process.

E. Ordering and Provisioning. Detailed guidelines for ordering and provisioning are set out in the BellSouth Business Rules for Local Ordering. See Section XV.

F. Permanent Solution. BellSouth offers a permanent local number portability (LNP) solution.

XII. Local Dialing Parity (47 U.S.C. §§ 251(b)(3) and 271(c)(2)(B)(xii))

Local Dialing Parity. CLP customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, CLP local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

XIII. Reciprocal Compensation (47 U.S.C. §§ 252(d)(2) and 271(c)(2)(B)(xiii))[3]

BellSouth provides reciprocal compensation under the following terms:

A. Mutual and Reciprocal Cost Recovery. BellSouth provides for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on its and CLP networks. BellSouth's charges for transport and termination of calls on its network are set out in Attachment A.

B. Disputes Related to Reciprocal Compensation. If BellSouth and CLPs operating under this Statement and/or an interconnection agreement have any disputes regarding reciprocal compensation for transport and termination of traffic, they will continue to transport and terminate traffic so that end users are not affected until any dispute is resolved.

XIV. BellSouth Retail Services Available for Resale (47 U.S.C. §§ 251(b)(1), 251(c)(4), 252(d)(3) and 271(c)(2)(B)(xiv))

BellSouth provides retail telecommunications services for resale by CLPs under the following terms:

A. Retail Services. Retail telecommunications services ("retail services") are telecommunications services that BellSouth provides at retail to subscribers that are not telecommunications carriers.

B. Discounts. Retail services, as ordered by the Commission, are available at discounts set out in Attachment H. Discounts are not applicable to non-tariffed services or products, taxes or other pass-through charges such as the federal subscriber line charge and similar charges not included in intrastate tariffs.

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[3] Intercarrier compensation for traffic delivered to enhanced service providers (which includes traffic delivered to Internet Service Providers), is not subject to the reciprocal compensation provisions of section 251(b)(5) and will be treated consistent with the requirements for compensation set forth in the FCC's *Order on Remand and Report and Order* in the *Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996 Intercarrier Compensation for ISP Bound Traffic*, CC Dockets 96-98 and 99-68, Released April 27, 2001.

C. Compliance with Tariff Conditions. Retail services must be resold in compliance with the applicable terms and conditions of the service offering that are contained in BellSouth's existing retail tariffs. Thus, for example, cross-class selling is prohibited. Pursuant to the Commission's orders, the following specific services must be resold as described below:

1. Grandfathered Services. Grandfathered services are available for resale. These services may only be offered to subscribers who have already been grandfathered. These services may not be resold to a different group(s) or a new group(s) of subscribers.

2. LinkUp/Lifeline Services. LinkUp/Lifeline services are available for resale. These services may be resold only to subscribers who meet the criteria that BellSouth currently applies to subscribers of these services.

3. 911/E911. 911/E911 services, including state specific discount plans, are available for resale. BellSouth provides 911/E911 service to CLPs for resale in the same manner that it is provided in BellSouth's retail tariffs. BellSouth will enable a CLP to have 911 call routing to the appropriate Public Safety Answering Point ("PSAP"), and shall provide and validate customer information to the PSAP. Resale must maintain the integrity of these services.

4. Contract Service Arrangements. Discounted contract service arrangements ("CSAs") may be resold to the specific BellSouth end user for whom the CSA was constructed or to similarly situated end users. End users are similarly situated if their quantity of use and time of use, and the manner and costs of service, are the same. If a reseller assumes all of the terms and conditions of a CSA, no termination charges will apply upon the assumption of the CSA.

5. Promotions. Retail promotions offered for ninety (90) days or less will not be discounted. Promotions of more than ninety (90) days will be made available for resale at the promotional rate minus the applicable wholesale discount.

D. Quality of Resale Services. The services and service provisioning that BellSouth provides CLPs for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. BellSouth will provide resellers with preordering, service ordering, service trouble reporting and repair, and daily usage data functionality that will enable a reseller to provide equivalent levels of customer service to its local exchange customers as BellSouth provides to its own end users. See Section XVI.

E. BellSouth Interaction with CLP Customers. When interacting with CLP resale customers on behalf of a CLP, BellSouth employees will not market BellSouth services. BellSouth will provide parity in the treatment of CLP customers with BellSouth customers. BellSouth will use generic leave behind cards with CLP customers at no charge. BellSouth will

use CLP-branded leave behind cards provided that such cards are the same size as BellSouth cards, that the CLP compensates BellSouth and does not hold BellSouth liable for leaving the incorrect card.

F. Transfer of Customers. BellSouth will implement CLP requests to disconnect the service of a BellSouth end user and transfer that customer's service to the CLP. BellSouth will also implement requests directly from an end user for conversion of service from BellSouth to a CLP or from one CLP to another. BellSouth will notify affected CLPs that it has implemented such requests. In the case of a customer terminating service from a CLP, BellSouth will notify the CLP within twenty-four (24) hours. BellSouth will not require end user confirmation prior to transferring an end user's service. A CLP must, however, provide proof of authorization upon request.

G. Unauthorized Transfer of Customer. If an unauthorized change in local service provider occurs, BellSouth will reestablish service with the appropriate local service provider as requested by the end user and will assess the party responsible for the unauthorized change as described in FCC Tariff No. 1, Section 13, or applicable state tariff. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to the party responsible for the unauthorized change.

H. Primary Interexchange Carrier Selection. BellSouth will implement requests to change CLP end user's choice of a primary interexchange carrier.

I. Customer of Record. The CLP will be the customer of record for all retail services purchased from BellSouth. Except as specified in this Statement, BellSouth will take orders from, bill and expect payment from the CLP for all services.

J. Single Point of Contact. The CLP will be BellSouth's single point of contact for all retail services purchased, including all ordering activities and repair calls. For all repair requests, the CLP must adhere to BellSouth's prescreening guidelines prior to referring troubles to BellSouth. BellSouth may bill the CLP for troubles that are found not to be in the BellSouth network. BellSouth will have no other contact with CLP end users, except as provided herein.

K. Detailed Guidelines for Ordering, Provisioning and Billing. Detailed guidelines for ordering, provisioning and billing of resold services are contained in the BellSouth Business Rules for Local Ordering. See Section XV.

L. Resale of Transmitted Telephone Number Information. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

M. Maintenance of BellSouth Facilities and Equipment. BellSouth facilities and equipment used to provide CLP-resold services will be maintained by BellSouth. A CLP or its end users

may not rearrange, move, disconnect or attempt to repair any BellSouth facilities or equipment, other than by connection or disconnection to any interface means used, without the written consent of BellSouth.

N. Billing and Collection. This Statement does not provide for billing and collection services. CLP requests for billing and collection services should be referred to the appropriate entity or operational group within BellSouth.

O. Discontinuing CLP End User Service. BellSouth will discontinue service provided to CLP resale end user customers as follows:

1. Where possible, BellSouth will deny service to a CLP's end user on behalf of, and at the request of, the CLP. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of the CLP.

2. At the request of a CLP, BellSouth will disconnect a CLP end user customer.

3. CLP requests for denial or disconnection of an end user for nonpayment must be in writing.

4. A CLP is solely responsible for notifying the end user of the proposed service disconnection.

5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise a CLP when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by the CLP and/or the end user against any claim, loss or damage arising from providing this information to the CLP. It is the responsibility of the CLP to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

P. Discontinuing Service to a CLP. The procedures for discontinuing service to a CLP are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by a CLP of the rules and regulations contained in BellSouth's tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to the CLP that additional applications for service will be refused and that any pending orders

for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice and the CLP's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

3. If payment of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If the CLP fails to comply with the provisions of this Statement, including any payments to be made by it on the dates and times specified, BellSouth may, on thirty days written notice to the person designated by the CLP to receive notices of noncompliance, discontinue the provision of existing services to the CLP at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and the CLP's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to the CLP without further notice.

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

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

Q. Deposits. BellSouth may require a CLP to make a deposit when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves the CLP from the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that a CLP defaults on its account, service to the CLP will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to the CLP during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the CLP by the accrual date.

XV. Ordering Guide and Collocation Attachment

A. Ordering Guide and Collocation Attachment. BellSouth provides detailed administrative information and procedures for ordering facilities and services under this Statement through two separate manuals described below. The administrative information and procedures set out in these manuals are intended to ensure that CLPs understand how to order BellSouth unbundled network elements, resale services and other facilities and services set out in this Statement on a day-to-day basis. The manuals will be updated to conform to CLP needs, systems developments and changes to and improvements in administrative procedures. Changes to the manuals will not affect BellSouth's commitments, set out in this Statement, to treat CLPs in a non-discriminatory manner.

1. BellSouth Business Rules for Local Ordering. This manual sets out current order forms, ordering procedures and processes, contact names and other information to assist in ordering interconnection, facilities and resale services from BellSouth. This manual can be accessed at http://www.interconnection.bellsouth.com/guides/.

2. Collocation Attachment. The terms and conditions applicable to physical collocation are attached as Attachment I. Terms and conditions for virtual collocation are contained in FCC Tariff No. 1, Section 20.

XVI. Performance Measures/Enforcement Plan

A. Performance Measures and Enforcement Plan. Upon the Commission's issuance of an Order pertaining to Performance Measures and/or an Enforcement Plan in a proceeding expressly applicable to all CLPs generally, BellSouth shall implement in North Carolina such Performance Measures and Enforcement Plan as of the legally effective date.

B. Additional Measures. Additional Service Quality Measurements and reports may be developed through the Bona Fide Request process described in Attachment B.

XVII. Forecasting Requirements.

A. Technical Descriptions and Forecasting. CLPs ordering out of this Statement shall provide technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to establish the interconnections necessary to assure traffic completion to and from all customers in their respective designated service areas.

B. Regular Meetings. The Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of discussing non-binding forecasts of their traffic and volume requirements for interconnection and network elements provided under this Agreement, in the form and detail as agreed. Section XVII. C. contains guidelines regarding trunk forecasts and meetings that the Parties may use. The Parties agree that each forecast provided under this section shall be deemed "Confidential Information" under Section XXIII of this Statement.

C. Trunk Forecasts. The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two years. Forecast meetings may be face-to-face meeting, video or audio conference. Meetings may be held regionally or otherwise. Forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. BellSouth reserves the right to disconnect underutilized trunks. The Parties agree that forecast information provided under this Section shall be deemed "Confidential Information" under Section XXIII of this Statement.

D. Binding Forecasts. In addition to, and not in lieu of, the non-binding forecasts required by Section XVII.B., a Party that is required pursuant to this Statement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Statement to receive a forecast (the "Forecast Recipient") may request that the other Party negotiate to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast provisions in good faith and may include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform and any other terms desired. The Parties agree that any Binding Forecast provided under this Section shall be deemed "Confidential Information" under Section XXIII of this Statement. Neither Party is required to enter into a Binding Forecast as described in this Section.

E. Non-Binding Forecasts. For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use or ordered at the stated time.

XVIII. Network Design and Management (47 U.S.C. § 251(c)(5))

A. Network Management and Changes. BellSouth will work cooperatively with a CLP to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. Interconnection Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. Network Management Controls. BellSouth will work cooperatively with a CLP to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.

D. Common Channel Signaling. BellSouth will provide LEC-to-LEC Common Channel Signaling ("CCS") to a CLP, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and BellSouth will cooperate with a CLP on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

E. Network Expansion. For network expansion, BellSouth will review engineering requirements with each CLP on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as stated by engineering requirements for both parties.

F. Call Information. BellSouth will provide a CLP with the proper call information, *i.e.*, originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each company to bill properly.

XIX. Taxes

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

B. Taxes and Fees Imposed Directly On Either Seller or Purchaser.

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.

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.

C. Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even it the obligation to collect and/or remit such taxes or fees is placed on the providing party.

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 remains 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.

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.

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.

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.

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.

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.

D. Taxes and Fees Imposed on Seller But Passed On To Purchaser.

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.

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.

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, the Parties shall consult with respect to the imposition 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.

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.

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.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

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.

E. 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.

XX. Auditing Procedures

A. Audits. On thirty (30) days written notice, each company must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and the CLP shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the company being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the company requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either company is found to have overstated the PLU by twenty percentage points (20%) or more, that company shall reimburse the auditing company for the cost of the audit.

B. Percentage Interstate Usage. For combined interstate and intrastate CLP traffic terminated by BellSouth over the same facilities, a CLP will be required to provide a projected Percentage Interstate Usage ("PIU")[4] to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to the CLP. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

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

C. CLP Resale Audit. BellSouth reserves the right to periodically audit services purchased by a CLP for the purposes of resale to confirm that such services are being utilized in conformity with this Statement and BellSouth's tariffs. The CLP will be required to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Statement or BellSouth's tariffs, the CLP shall be notified and billing for the service will be immediately changed to conform with this Statement and BellSouth's tariffs. Service charges, back billing and interest may be applied.

XXI. Liability and Indemnification

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

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

C. Mutual Limitation of Liability. BellSouth and a CLP shall limit the liability of each other to the customers of the other to the greatest extent permissible by law. Each company is required to include in its local switched service tariff if it files one, or in an appropriate document that is binding on its customers if it does not file a local service tariff, a limitation of liability for damages by its customers that covers each company as a provider of a portion of an end user service to the same extent as each company limits its own liability to its customers.

D. No Liability for Certain Damage. Neither BellSouth nor a CLP shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

E. Indemnification for Certain Claims. BellSouth and a CLP providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Statement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Statement.

F. No Liability for Certain Inaccurate Data. Neither BellSouth nor a CLP assumes any liability for the accuracy of data provided by one company to the other and each company agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage,

or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Statement.

XXII. Intellectual Property Rights and Indemnification

A. No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Statement. A CLP is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

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

C. Indemnification. The party providing a service pursuant to this Agreement will defend the party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving party of such service and will indemnify the receiving party for any damages awarded based solely on such claims in accordance with Section 11 of this Agreement.

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

> (i) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or (ii) obtain a license sufficient to allow such use to continue. In the event (i) or (ii) are commercially unreasonable, then said party may, (iii) 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.

E. 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.

F. 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.

XXIII. Treatment of Proprietary and Confidential Information

A. Confidential Information. It may be necessary for BellSouth and a CLP to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and the CLP shall receive such Information and not disclose such Information. BellSouth and the CLP shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and the CLP with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and the CLP will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or the CLP to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a party other than BellSouth or the CLP; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving company without an obligation to keep it confidential.

XXIV. Notices

BellSouth provides notice to CLPs ordering interconnection, unbundled network elements or retail telecommunications services for resale under this Statement under the following terms:

A. Notice of Network Changes. BellSouth provides notice of network changes in compliance with FCC rules.

B. Notice of Changes Affecting Unbundled Network Element and Resale Offerings. BellSouth provides CLPs advance notice of any changes in the network or services either 30 days before such changes or at the time of internal notification, whichever is earlier. Such notification will be via Internet posting of changes affecting unbundled network element and resale offerings, including operations support systems. To the extent that revisions occur between the time BellSouth notifies a CLP of changes under this Statement and the time the changes are scheduled to be implemented, BellSouth will immediately notify a CLP of such revisions consistent with BellSouth's internal notification process. CLP may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct.

C. Notices in Writing. Every notice, consent, approval, or other communications required by this Statement to be in writing, for example, notices of discontinuation of service under Section XIV.O. and P. shall be delivered in person or given by postage prepaid mail to the address the intended recipient previously shall have designated by written notice to the other party. Notices to BellSouth shall be addressed to the CLP's account manager.

Statement of Generally Available Terms and Conditions
North Carolina Price List

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
A 0	UNBUNDLED LOCAL LOOP						
A 1	*2-WIRE ANALOG VOICE GRADE LOOP*						
	A 1 1	2-Wire Analog Voice Grade Loop - Service Level 1	1	$12 11		$36 54	$16 87
			2	$21 24		$36 54	$16 87
			3	$33 65		$36 54	$16 87
	A 1 2	2-Wire Analog Voice Grade Loop - Service Level 2	1	$14 97		$102 10	$65 72
			2	$25 93		$102 10	$65 72
			3	$40 81		$102 10	$65 72
	A 1 3	2-Wire Analog Voice Grade Loop - Service Level 1 - manual order coordination			Replaced by Element N 1 5		
	A 1 4	2-Wire Analog Voice Grade Loop - Service Level 1 - order coordination for specified conversion time			Replaced by Element N 1 6		
	A 1 5	2-Wire Analog Voice Grade Loop - Service Level 2 - order coordination for specified conversion time			Replaced by Element N 1 6		
	A 1 8	Engineering Information			$13 04		
A 2	*SUB-LOOP*						
	A 2 1	Sub-Loop Feeder Per 2-Wire Analog Voice Grade Loop	1	$10 41		$89 81	$46 61
			2	$17 31		$89 81	$46 61
			3	$26 67		$89 81	$46 61
	A 2 2	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop	1	$7 31		$63 89	$30 06
			2	$11 93		$63 89	$30 06
			3	$18 20		$63 89	$30 06
	A 2 6	NID per 2-wire analog voice grade loop		$1 01		$1 42	$1 42
	A 2 11	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop	1	$8 44		$76 75	$42 92
			2	$13 81		$76 75	$42 92
			3	$21 10		$76 75	$42 92
	A 2 13	Network Interface Device Cross Connect				$5 73	$5 73
	A 2 14	2-Wire Intrabuilding Network Cable (INC)				$51 48	$17 65
	A 2 15	4-Wire Intrabuilding Network Cable (INC)				$57 54	$23 71
	A 2 17	Sub-Loop - Per Cross Box Location - CLP Feeder Facility Set-Up			$144 09		
	A 2 18	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			$10 99		
	A 2 19	Sub-Loop - Per Building Equipment Room - CLP Feeder Facility Set-Up			$86 16		
	A 2 20	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			$27 13		
	A 2 21	Sub-Loop - Per Cross Box Location - CLP Distribution Facility Set-Up			$144 09		
	A 2 24	Sub-Loop - Per 4-Wire Analog Voice Grade Loop / Feeder Only	1	$19 96		$103 69	$67 31
			2	$33 91		$103 69	$67 31
			3	$52 85		$103 69	$67 31
	A 2 25	Sub-Loop - Per 2-Wire ISDN Digital Grade Loop / Feeder Only	1	$17 24		$102 58	$66 20
			2	$29 17		$102 58	$66 20
			3	$45 37		$102 58	$66 20

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
	A 2 29	Sub-Loop - Per 4-Wire 56 or 64 Kbps Digital Grade Loop / Feeder Only	1	$24 27		$98 15	$61 77
			2	$41 55		$98 15	$61 77
			3	$65 02		$98 15	$61 77
	A 2 30	Sub-Loop - Per 2-Wire Copper Loop / Feeder Only	1	$9 14		$81 36	$44 98
			2	$14 90		$81 36	$44 98
			3	$22 71		$81 36	$44 98
	A 2 32	Sub-Loop - Per 4-Wire Copper Loop / Feeder Only	1	$13 41		$98 07	$61 69
			2	$22 42		$98 07	$61 69
			3	$34 66		$98 07	$61 69
	A 2 40	Sub-Loop - Per 2-Wire Copper Loop / Distribution Only	1	$6 10		$63 89	$30 06
			2	$9 70		$63 89	$30 06
			3	$14 59		$63 89	$30 06
	A 2 42	Sub-Loop - Per 4-Wire Copper Loop / Distribution Only	1	$6 58		$76 75	$42 92
			2	$10 51		$76 75	$42 92
			3	$15 84		$76 75	$42 92
A 3	***LOOP CHANNELIZATION AND CO INTERFACE (INSIDE CO)***						
	A 3 1	Loop channelization system - digital loop carrier		$315 16		$426 48	$103 42
	A 3 2	CO channel interface - 2-wire voice grade		$0 89		$35 73	$35 49
A 4	***4-WIRE ANALOG VOICE GRADE LOOP***						
	A 4 1	4-Wire Analog Voice Grade Loop	1	$21 32		$127 40	$91 02
			2	$36 27		$127 40	$91 02
			3	$56 57		$127 40	$91 02
	A 4 2	NID per 4-Wire Analog Voice Grade Loop		$1 14		$1 42	$1 42
	A 4 3	4-Wire Analog Voice Grade Loop - order coordination for specified conversion time			Replaced by Element N 1 6		
A 5	***2-WIRE ISDN DIGITAL GRADE LOOP***						
	A 5 1	2-Wire ISDN Digital Grade Loop	1	$19 42		$113 34	$76 96
			2	$32 88		$113 34	$76 96
			3	$51 14		$113 34	$76 96
	A 5 2	NID per 2-wire ISDN Digital Grade Loop		$1 01		$1 42	$1 42
	A 5 3	2-wire ISDN digital grade loop – order coordination for specified conversion time			Replaced by Element N 1 6		
	A 5 6	Universal Digital Channel (same as A 5 1)	1	$19 42		$113 34	$76 96
			2	$32 88		$113 34	$76 96
			3	$51 14		$113 34	$76 96

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
A 6	*2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP*						
	A 6 5	2-Wire Asymmetrical Digital Subscriber Line (ADSL) Compatible Loop (with LMU)	1	$11 00		$117 08	$68 36
			2	$18 39		$117 08	$68 36
			3	$28 42		$117 08	$68 36
	A 6 6	2-Wire Asymmetrical Digital Subscriber Line (ADSL) Compatible Loop (without LMU)	1	$11 00		$92 83	$56 02
			2	$18 39		$92 83	$56 02
			3	$28 42		$92 83	$56 02
	A 6 2	NID per 2-Wire Asymmetrical Digital Subscriber Line (ADSL) loop		$1 01		$1 42	$1 42
A 7 5	*2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP*						
	A 7 5	2-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop (with LMU)	1	$9 01		$125 50	$76 77
			2	$14 87		$125 50	$76 77
			3	$22 82		$125 50	$76 77
	A 7 6	2-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop (without LMU)	1	$9 01		$101 24	$64 43
			2	$14 87		$101 24	$64 43
			3	$22 82		$101 24	$64 43
	A 7 2	NID per 2-@ire High Bit Rate Digital Subscriber Line (HDSL) loop		$1 01		$1 42	$1 42
A 8	*4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP*						
	A 8 5	4-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop (with LMU)	1	$10 62		$153 26	$104 54
			2	$17 67		$153 26	$104 54
			3	$27 24		$153 26	$104 54
	A 8 6	4-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop (without LMU)	1	$10 62		$129 00	$92 20
			2	$17 67		$129 00	$92 20
			3	$27 24		$129 00	$92 20
	A 8 2	NID per 4-Wire High Bit Rate Digital Subscriber Line (HDSL) loop		$1 14		$1 42	$1 42
A.9	*4-WIRE DS1 DIGITAL LOOP*						
	A 9 1	4-Wire DS1 Digital Loop	1	$47 60		$245 16	$152 98
			2	$84 36		$245 16	$152 98
			3	$134 29		$245 16	$152 98
	A 9 2	Sub-Loop Feeder Per 4-Wire DS1 Digital Loop	1	$35 65		$98 15	$61 77
			2	$63 18		$98 15	$61 77
			3	$100 58		$98 15	$61 77
	A 9 3	Order coordination for Specified Conversion Time			Replaced by Element N 1 6		

Statement of Generally Available Terms and Conditions
North Carolina Price List

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
A 10	*4-WIRE 19, 56 OR 64 KBPS DIGITAL GRADE LOOP*						
	A 10 1	4-Wire 19, 56 or 64 Kbps Digital Grade Loop	1	$25 32		$121 86	$85 48
			2	$43 11		$121 86	$85 48
			3	$67 26		$121 86	$85 48
	A 10 2	NID per 4-wire 56 or 64 Kbps digital grade loop		$1 14		$1 42	$1 42
	A 10 3	4-wire 56 or 64 Kbps digital grade loop - order coordination for specified conversion time			Replaced by Element N 1 6		
A 12	*CONCENTRATION PER SYSTEM PER FEATURE ACTIVATED (OUTSIDE CENTRAL OFFICE)*						
	A 12 1	Unbundled Loop Concentration - System A (TR008)		$579 03		$198 15	$107 94
	A 12 2	Unbundled Loop Concentration - System B (TR008)		$85 59		$198 15	$107 94
	A 12 3	Unbundled Loop Concentration - System A (TR303)		$615 62		$198 15	$107 94
	A 12 4	Unbundled Loop Concentration - System B (TR303)		$122 18		$198 15	$107 94
	A 12 5	Unbundled Sub-loop Concentration - USLC Feeder Interface		$64 63		$98 15	$61 77
	A 12 6	Unbundled Loop Concentration - POTS Card		$2 22		$10 23	$10 18
	A 12 7	Unbundled Loop Concentration - ISDN (Brite Card)		$8 88		$10 23	$10 18
	A 12 8	Unbundled Loop Concentration - SPOTS Card		$13 20		$10 23	$10 18
	A 12 9	Unbundled Loop Concentration - Specials Card		$7 87		$10 23	$10 18
	A 12 10	Unbundled Loop Concentration - TEST CIRCUIT Card		$38 47		$10 23	$10 18
	A 12 11	Unbundled Loop Concentration - Digital 19, 56, 64 Kbps Data		$11 66		$10 23	$10 18
A 13	*2-WIRE COPPER LOOP*						
	A 13 1	2-Wire Copper Loop - short (Nonrecurring w/ LMU)	1	$13 26		$116 18	$67 46
			2	$22 39		$116 18	$67 46
			3	$34 80		$116 18	$67 46
	A 13 1	2-Wire Copper Loop - short (Nonrecurring w/o LMU)	1	$13 26		$91 92	$55 12
			2	$22 39		$91 92	$55 12
			3	$34 80		$91 92	$55 12
	A 13 7	2-Wire Copper Loop - long (Nonrecurring w/ LMU)	1	$13 26		$116 18	$67 46
			2	$22 39		$116 18	$67 46
			3	$34 80		$116 18	$67 46
	A 13 7	2-Wire Copper Loop - long (Nonrecurring w/o LMU)	1	$13 26		$91 92	$55 12
			2	$22 39		$91 92	$55 12
			3	$34 80		$91 92	$55 12
	A 13 12	2-Wire Unbundled Copper Loop - Non Design	1	$10 16		$35 27	$15 60
			2	$17 55		$35 27	$15 60
			3	$27 58		$35 27	$15 60

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
	4-WIRE COPPER LOOP						
	A 14 1	4-Wire Copper Loop - short (Nonrecurring w/ LMU)	1	$17 36		$139 69	$90 96
			2	$29 61		$139 69	$90 96
			3	$46 26		$139 69	$90 96
	A 14 1	4-Wire Copper Loop - short (Nonrecurring w/o LMU)	1	$17 36		$115 43	$78 63
			2	$29 61		$115 43	$78 63
			3	$46 26		$115 43	$78 63
	A 14 7	4-Wire Copper Loop - long (Nonrecurring w/ LMU)	1	$17 36		$139 69	$90 96
			2	$29 61		$139 69	$90 96
			3	$46 26		$139 69	$90 96
	A 14 7	4-Wire Copper Loop - long (Nonrecurring w/o LMU)	1	$17 36		$115 43	$78 63
			2	$29 61		$115 43	$78 63
			3	$46 26		$115 43	$78 63
A 15	***UNBUNDLED NETWORK TERMINATING WIRE (NTW)***						
	A 15 1	Unbundled Network Terminating Wire (NTW) per Pair		$0 4351	$14 72		
A 16	***HIGH CAPACITY UNBUNDLED LOCAL LOOP***						
	A 16 1	High Capacity Unbundled Local Loop - DS3 - Facility Termination		$450 69		$438 46	$256 30
	A 16 2	High Capacity Unbundled Local Loop - DS3 - Per Mile		$13 33			
	A 16 4	High Capacity Unbundled Local Loop - OC3 - Facility Termination		$648 65		$469 08	$198 45
	A 16 5	High Capacity Unbundled Local Loop - OC3 - Per Mile		$10 00			
	A 16 7	High Capacity Unbundled Local Loop - OC12 - Facility Termination		$2,446 00		$574 42	$198 45
	A 16 8	High Capacity Unbundled Local Loop - OC12 - Per Mile		$10 39			
	A 16 10	High Capacity Unbundled Local Loop - OC48 - Facility Termination		$1,684 00		$574 42	$198 45
	A 16 11	High Capacity Unbundled Local Loop - OC48 - Per Mile		$34 07			
	A 16 13	High Capacity Unbundled Local Loop - OC48 - Interface OC12 on OC48		$692 28		$263 91	$151 47
	A 16 15	High Capacity Unbundled Local Loop - STS-1 - Facility Termination		$464 26		$438 46	$256 30
	A 16 16	High Capacity Unbundled Local Loop - STS-1 - Per Mile		$13 33			
A 17	***LOOP CONDITIONING***						
	A 17 1	Unbundled Loop Modification - Load Coil / Equipment Removal - short			$0 00		
	A 17 2	Unbundled Loop Modification - Load Coil / Equipment Removal - long			$0 00		
	A 17 3	Unbundled Loop Modification - Bridged Tap Removal-Per Bridged Tap Removed			$12 15		
	A 17 5	Unbundled Sub-Loop Modification - 2W/4W Copper Distribution Load Coil/Equipment Removal First/Add'l				$0 00	$0 00
	A 17 6	Unbundled Sub-Loop Modification - 2W/4W Copper Distribution Bridged Tap Removal First/Add'l				$224 55	$4 29
A 18	***MULTIPLEXERS***						
	A 18 1	Channelization - Channel System DS1 to DS0		$146 69		$88 41	$60 76
	A 18 2	Interface Unit - Interface DS1 to DS0 - OCU-DP Card		$2 00		$6 39	$4 58
	A 18 3	Interface Unit - Interface DS1 to DS0 - BRITE Card		$3 59		$6 39	$4 58
	A 18 4	Interface Unit - Interface DS1 to DS0 - Voice Grade Card		$1 27		$6 39	$4 58
	A 18 5	Channelization - Channel System DS3 to DS1		$233 10		$172 99	$91 25

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
	A 18 6	Interface Unit - Interface DS3 to DS1		$16 07		$6 39	$4 58
A 19	*LOOP TESTING*						
	A 19 1	Loop Testing - Basic per 1/2 hour				$33 17	$19 28
	A 19 2	Loop Testing - Overtime per 1/2 hour				$43 23	$25 21
	A 19 3	Loop Testing - Premium per 1/2 hour				$53 28	$31 15
B 0	UNBUNDLED LOCAL EXCHANGE PORTS AND FEATURES						
B 1	*EXCHANGE PORTS*						
	B 1 1	Exchange Ports - 2-Wire Analog Line Port (Res , Bus , Centrex, Coin)		$2 19		$2 31	$2 21
	B 1 2	Exchange Ports - 4-Wire Analog Voice Grade Port		$8 69		$2 31	$2 21
	B 1 3	Exchange Ports - 2-Wire DID Port		$12 36		$81 84	$18 20
	B 1 4	Exchange Ports - DDITS Port		$123 65		$116 59	$69 92
	B 1 5	Exchange Ports - 2-Wire ISDN Port		$24 50		$62 29	$51 46
	B 1 6	Exchange Ports - 4-Wire ISDN DS1 Port		$179 75		$197 92	$98 62
	B 1 7	Exchange Ports - 2-Wire Analog Line Port (PBX)		$2 18		$21 60	$14 42
	B 1 8	Exchange Ports - 2-Wire Analog Coin Port		$2 59		$21 60	$14 42
B 2	*FEATURES *** Per Feature Charges are eliminated****						
C 0	UNBUNDLED SWITCHING AND LOCAL INTERCONNECTION						
C 1	*END OFFICE SWITCHING*						
	C 1 1	End Office Switching Function, Per MOU		$0 0015			
	C 1 2	End Office Trunk Port - Shared, Per MOU		$0 00023			
C 2	*TANDEM SWITCHING*						
	C 2 1	Tandem Switching Function Per MOU		$0 0006			
	C 2 2	Tandem Trunk Port - Shared, Per MOU		$0 0003			
D 0	UNBUNDLED TRANSPORT AND LOCAL INTEROFFICE TRANSPORT						
D 1	*COMMON TRANSPORT*						
	D 1 1	Common Transport - Per Mile, Per MOU		$0 00001			
	D 1 2	Common Transport - Facilities Termination Per MOU		$0 00034			
D 2	*INTEROFFICE TRANSPORT - DEDICATED - VOICE GRADE*						
	D 2 1	Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile		$0 0282			
	D 2 2	Interoffice Transport - Dedicated - 2- Wire Voice Grade - Facility Termination		$18 00		$39 36	$26 62
D 3	*INTEROFFICE TRANSPORT - DEDICATED - DS0 - 56/64 KBPS*						
	D 3 1	Interoffice Transport - Dedicated - DS0 - Per Mile		$0 0282			
	D 3 2	Interoffice Transport - Dedicated - DS0 - Facility Termination		$17 40		$39 37	$26 62
D 4	*INTEROFFICE TRANSPORT - DEDICATED - DS1*						
	D 4 1	Interoffice Transport - Dedicated - DS1 - Per Mile		$0 5753			
	D 4 2	Interoffice Transport - Dedicated - DS1 - Facility Termination		$71 29		$86 69	$79 44

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
D 5	LOCAL CHANNEL - DEDICATED						
	D 5 1	Local Channel - Dedicated - 2-Wire Voice Grade	1	$11 24		$187 51	$32 21
			2	$19 91		$187 51	$32 21
			3	$31 70		$187 51	$32 21
	D 5 2	Local Channel - Dedicated - 4-Wire Voice Grade	1	$12 03		$187 94	$32 63
			2	$21 33		$187 94	$32 63
			3	$33 95		$187 94	$32 63
	D 5 3	Local Channel - Dedicated - DS1	1	$27 05		$172 34	$149 27
			2	$47 94		$172 34	$149 27
			3	$76 32		$172 34	$149 27
	D 5 7	Local Channel - Dedicated - DS3 - Per Mile		$0 9954			
	D 5 8	Local Channel - Dedicated - DS3 - Facility Termination		$298 92		$438 46	$256 30
	D 5 10	Local Channel - Dedicated - OC3 - Per Mile		$2 99			
	D 5 11	Local Channel - Dedicated - OC3 - Facility Termination		$928 82		$469 08	$198 45
	D 5 13	Local Channel - Dedicated - OC12 - Per Mile		$10 39			
	D 5 14	Local Channel - Dedicated - OC12 - Facility Termination		$3,415 00		$574 42	$198 45
	D 5 16	Local Channel - Dedicated - OC48 - Per Mile		$34 07			
	D 5 17	Local Channel - Dedicated - OC48 - Facility Termination		$1,834 00		$574 42	$198 45
	D 5 19	Local Channel - Dedicated - OC48 - Interface OC12 on OC48		$639 27		$263 91	$151 47
	D 5 21	Local Channel - Dedicated - STS-1 - Facility Termination		$286 13		$438 46	$256 30
	D 5 23	Local Channel - Dedicated - STS-1 -Per Mile		$0 9954			
D 6	INTEROFFICE TRANSPORT - DEDICATED - DS3						
	D 6 1	Interoffice Transport - Dedicated - DS3 - Per Mile		$12 98			
	D 6 2	Interoffice Transport - Dedicated - DS3 - Facility Termination		$720 38		$270 69	$158 05
D 7	INTEROFFICE TRANSPORT - DEDICATED - OC3						
	D 7 1	Interoffice Transport - Dedicated - OC3 - Per Mile		$5 95			
	D 7 2	Interoffice Transport - Dedicated - OC3 - Facility Termination		$2,151 00		$422 10	$151 47
D 8	INTEROFFICE TRANSPORT - DEDICATED - OC12						
	D 8 1	Interoffice Transport - Dedicated - OC12 - Per Mile		$16 60			
	D 8 2	Interoffice Transport - Dedicated - OC12 - Facility Termination		$8,168 00		$527 43	$151 47
D 9	INTEROFFICE TRANSPORT - DEDICATED - OC48						
	D 9 1	Interoffice Transport - Dedicated - OC48 - Per Mile		$31 47			
	D 9 2	Interoffice Transport - Dedicated - OC48 - Facility Termination		$11,659 00		$527 43	$151 47
	D 9 4	Interoffice Transport - Dedicated - OC48 - Interface OC12 on OC48		$1,299 00		$263 91	$151 47
D 10	INTEROFFICE TRANSPORT - DEDICATED - STS-1						
	D 10 1	Interoffice Transport - Dedicated - STS-1 - Per Mile		$6 14			
	D 10 2	Interoffice Transport - Dedicated - STS-1 - Facility Termination		$790 37		$270 69	$158 05
D 12	INTEROFFICE TRANSPORT - DEDICATED - 4-WIRE VOICE GRADE						
	D 12 1	Interoffice Transport - Dedicated - 4-Wire Voice Grade - Per Mile		$0 0125			
	D 12 2	Interoffice Transport - Dedicated - 4-Wire Voice Grade - Facility Termination		$22 16		$39 36	$26 62

Statement of Generally Available Terms and Conditions
North Carolina Price List

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
E 0	SIGNALING NETWORK, DATA BASES, & SERVICE MANAGEMENT SYSTEMS						
E 1	*800 ACCESS TEN DIGIT SCREENING*						
	E 1 1	800 Access Ten Digit Screening, Per Call		$0 0005			
	E 1 2	800 Access Ten Digit Screening, Reservation Charge Per 800 Number Reserved				$2 51	$0 43
	E 1 3	800 Access Ten Digit Screening, Per 800 No Established W/O POTS Translations				$5 77	$0 78
	E 1 4	800 Access Ten Digit Screening, Per 800 No Established With POTS Translations				$5 77	$0 78
	E 1 5	800 Access Ten Digit Screening, Customized Area of Service Per 800 Number				$2 51	$1 26
	E 1 6	800 Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 800 No				$2 93	$1 68
	E 1 7	800 Access Ten Digit Screening, Change Charge Per Request				$2 93	$0 43
	E 1 8	800 Access Ten Digit Screening, Call handling and destination features			$2 51		
E 2	*LINE INFORMATION DATA BASE ACCESS (LIDB)*						
	E 2 1	LIDB Common Transport Per Query		$0 00003			
	E 2 2	LIDB Validation Per Query		$0 0134			
	E 2 3	LIDB Originating Point Code Establishment or Change			$33 33		
E 3	*CCS7 SIGNALING TRANSPORT*						
	E 3 1	CCS7 Signaling Connection, Per 56Kbps Facility		$18 22	$34 50		
	E 3 2	CCS7 Signaling Termination, Per STP Port		$132 83			
	E 3 3	CCS7 Signaling Usage, Per Call Setup Message		$0 00004			
	E 3 4	CCS7 Signaling Usage, Per TCAP Message		$0 00009			
	E 3 5	CCS7 Signaling Usage Surrogate, per 56bps facility, per LATA per month		$338 96			
E 4	*BELLSOUTH CALLING NAME (CNAM) DATABASE (DB) SERVICE*						
	E 4 1	CNAM for DB Owners - Service Establishment, Manual			$22 29		
	E 4 2	CNAM for Non DB Owners - Service Establishment, Manual			$22 29		
	E 4 3	CNAM for DB Owners Service Provisioning with Point Code Establishment				$962 22	$711 64
	E 4 4	CNAM for Non DB Owners Service Provisioning with Point Code Establishment				$332 43	$238 05
	E 4 5	CNAM for DB and Non DB Owners, Per Query		$0 0009592			
E 5	*BELLSOUTH ACCESS TO E911 SERVICE*						
	E 5 1	BellSouth E911 Access - Local Channel - Dedicated - 2-wire Voice Grade (Same as D 5 1)	1	$11 24		$187 51	$32 21
			2	$19 91		$187 51	$32 21
			3	$31 70		$187 51	$32 21
	E 5 2	BellSouth E911 Access - Interoffice Transport - Dedicated - 2-wire Voice Grade Per Mile (Same as D 2 1)		$0 0282			
	E 5 3	BellSouth E911 Access - Interoffice Transport - Dedicated - 2-wire Voice Grade Per Facility Termination (Same as D 2 2)		$18 00		$39 36	$26 62
	E 5 4	BellSouth E911 Access - Local Channel - Dedicated - DS1 (Same as D 5 3)	1	$27 05		$172 34	$149 27
			2	$47 94		$172 34	$149 27
			3	$76 32		$172 34	$149 27
	E 5 5	BellSouth E911 Access - Interoffice Transport - Dedicated - DS1 Per Mile (Same as D 4 1)		$0 5753			
	E 5 6	BellSouth E911 Access - Interoffice Transport - Dedicated - DS1 Per Facility Termination (Same as D 4 2)		$71 29		$86 69	$79 44
E 6	*LNP QUERY SERVICE*						
	E 6 1	LNP Cost Per query		$0 00084			
	E 6 2	LNP Service Establishment Manual			$12 16		
	E 6 3	LNP Service Provisioning with Point Code Establishment				$576 33	$294 43

Statement of Generally Available Terms and Conditions
North Carolina Price List

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
F 0	OPERATIONS SUPPORT SYSTEMS (OSS)						
F 1	*OSS*						
	F 1 1	Recovery of Incremental OSS costs, per CLP, per month		$305 00	SEE NOTE 1		
	F 1 2	OSS CLP daily usage file (billing) recording, per message		$0 0000117	SEE NOTE 4		
	F 1 3	OSS CLP daily usage file (billing) message distribution, per message		$0 002446	SEE NOTE 4		
	F 1 4	OSS CLP daily usage file, message distribution, per magnetic tape provisioned		$35 54	SEE NOTE 4		
	F 1 5	OSS CLP daily usage file (billing) data transmission (connect direct), per message		$0 00004			
G 0	SELECTIVE ROUTING						
G 9	*SELECTIVE ROUTING (INTERIM SOLUTION LINE CLASS CODES)*						
	G 9 1	Selective Routing Per Unique Line Class Code Per Request Per Switch			$82 25		
G.11	*SELECTIVE CARRIER ROUTING (AIN SOLUTION)*						
	G 11 1	Service Establishment per CLP			$100,209 33		
	G 11 2	Service Establishment per End Office			$164 29		
	G 11 4	Query Cost		$0 0053758			
H 0	COLLOCATION						
H 1	*PHYSICAL COLLOCATION*						
	H 1 1	Physical Collocation - Application Cost - Initial			$2,322 00		
	H 1 5	Physical Collocation - Cable Installation			$1,701 00		
	H 1 6	Physical Collocation - Floor Space per Sq Ft		$4 77			
	H 1 7	Physical Collocation - Cable Support Structure		$20 57			
	H 1 8	Physical Collocation - Power per Fused Amp		$7 65			
	H 1 9	Physical Collocation - 2-Wire Cross-Connects		$0 0309		$33 53	$31 65
	H 1 10	Physical Collocation - 4-Wire Cross-Connects		$0 0618		$33 67	$31 70
	H 1 11	Physical Collocation - DS1 Cross-Connects		$1 38		$52 87	$39 86
	H 1 12	Physical Collocation - DS3 Cross-Connects		$17 62		$51 97	$38 59
	H 1 13	Physical Collocation - 2-Wire POT Bay		$0 1054			
	H 1 14	Physical Collocation - 4-Wire POT Bay		$0 2108			
	H 1 15	Physical Collocation - DS1 POT Bay		$1 49			
	H 1 16	Physical Collocation - DS3 POT Bay		$13 27			
	H 1 17	Physical Collocation - Security Escort - Basic, per Half Hour				$33 68	$21 34
	H 1 18	Physical Collocation - Security Escort - Overtime, per Half Hour				$43 87	$27 57
	H 1 19	Physical Collocation - Security Escort - Premium, per Half Hour				$54 06	$33 80
	H 1 23	Physical Collocation - Welded Wire Cage - Engineering			$559 81		
	H 1 24	Physical Collocation - Welded Wire Cage - Construction, per linear foot			$25 37		
	H 1 31	Physical Collocation - 2-Fiber Cross-Connect		$3 50		$51 97	$38 59
	H 1 32	Physical Collocation - 4-Fiber Cross-Connect		$6 20		$64 53	$51 15
	H 1 33	Physical Collocation - 2-Fiber POT Bay		$45 30			
	H 1 34	Physical Collocation - 4-Fiber POT Bay		$61 09			
	H 1 37	Physical Collocation - Security Access System - Per Square Foot		$0 0135			
	H 1 38	Physical Collocation - Security Access System - New Access Card Activation, per Card		$0 0622	$15 00		
	H 1 39	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card			$15 51		
	H 1 40	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			$15 00		
	H 1 41	Physical Collocation - Space Preparation - C O Modification per square ft		$2 42			
	H 1 42	Physical Collocation - Space Preparation - Common Systems Modification per square ft - Cageless		$2 88			
	H 1 43	Physical Collocation - Space Preparation - Common Systems Modification per Cage		$97 98			
	H 1 45	Physical Collocation - Space Preparation - Firm Order Processing			$1,196 00		
	H 1 46	Physical Collocation - Application Cost - Subsequent			$2,311 00		

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
	H 1 47	Physical Collocation - Space Availability Report per C O			$2,140 00		
	H 1 48	Physical Collocation - Co-Carrier Cross-Connect - Fiber Cable Support Structure		$0 0028			
	H 1 49	Physical Collocation - Co-Carrier Cross-Connect - Copper/Coaxial Cable Support Structure		$0 0041			
	H 1 50	Physical Collocation - 120V, Single Phase Standby Power Cost		$5 50			
	H 1 51	Physical Collocation - 240V, Single Phase Standby Power Cost		$11 01			
	H 1 52	Physical Collocation - 120V, Three Phase Standby Power Cost		$16 51			
	H 1 53	Physical Collocation - 277V, Three Phase Standby Power Cost		$38 12			
	H 1 54	Physical Collocation - Security Access - Initial Key, per Key			$15 00		
	H 1 55	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			$15 00		
	H 1 59	Physical Collocation - Subsequent Application for Co-Carrier Cross Connect Only			$583 66		
	H 1 63	Physical Collocation - Application Cost - Simple Augment			$0 00		
	H 1 64	Physical Collocation - Application Cost - Minor Augment			$741 44		
	H 1 65	Physical Collocation - Application Cost - Intermediate Augment			$2,311 00		
H 2	*VIRTUAL COLLOCATION*						
	H 2 1	Virtual Collocation - Application Cost			$2,400 00		
	H 2 2	Virtual Collocation - Cable Installation Cost per Cable			$1,701 00		
	H 2 3	Virtual Collocation - Floor Space per Sq Ft		$4 77			
	H 2 4	Virtual Collocation - Power, per Fused Amp		$7 65			
	H 2 5	Virtual Collocation - Cable Support Structure, per Entrance Cable		$17 99			
	H 2 6	Virtual Collocation - 2-Wire Cross Connects		$0 0287		$33 96	$32 08
	H 2 7	Virtual Collocation - 4-Wire Cross Connects		$0 0575		$34 10	$32 13
	H 2 8	Virtual Collocation - DS1 Cross Connects		$1 38		$53 30	$40 28
	H 2 9	Virtual Collocation - DS3 Cross Connects		$17 62		$52 40	$39 02
	H 2 10	Virtual Collocation - Security Escort - Basic, Per Half Hour				$33 68	$21 34
	H 2 11	Virtual Collocation - Security Escort - Overtime, Per Half Hour				$43 87	$27 57
	H 2 12	Virtual Collocation - Security Escort - Premium, Per Half Hour				$54 06	$33 80
	H 2 16	Virtual Collocation - 2-Fiber Cross Connect		$3 54		$52 40	$39 02
	H 2 17	Virtual Collocation - 4-Fiber Cross Connect		$7 08		$64 96	$51 58
	H 2 20	Virtual Collocation - Maintenance in the CO - Basic, per Half Hour				$55 58	$21 34
	H 2 21	Virtual Collocation - Maintenance in the CO - Overtime, per Half Hour				$72 59	$27 57
	H 2 22	Virtual Collocation - Maintenance in the CO - Premium, per Half Hour				$89 60	$33 80
H 3	*ASSEMBLY POINT*						
	H 3 1	Assembly Point - 2-Wire Cross Connects		$0 896		$33 96	$32 08
	H 3 2	Assembly Point - 4-Wire Cross Connects		$1 79		$34 10	$32 13
	H 3 3	Assembly Point - DS1 Cross Connects		$12 03		$53 30	$40 28

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
H 4	ADJACENT COLLOCATION						
	H 4 1	Adjacent Collocation - Space Cost per Sq Ft		$0 1555			
	H 4 2	Adjacent Collocation - Electrical Facility Cost per Linear Ft		$5 78			
	H 4 3	Adjacent Collocation - 2-Wire Cross-Connects		$0 0239		$33 53	$31 65
	H 4 4	Adjacent Collocation - 4-Wire Cross-Connects		$0 0477		$33 67	$31 70
	H 4 5	Adjacent Collocation - DS1 Cross-Connects		$1 28		$52 87	$39 86
	H 4 6	Adjacent Collocation - DS3 Cross-Connects		$17 35		$51 97	$38 59
	H 4 7	Adjacent Collocation - 2-Fiber Cross-Connect		$2 94		$51 97	$38 59
	H 4 8	Adjacent Collocation - 4-Fiber Cross-Connect		$5 62		$64 53	$51 15
	H 4 9	Adjacent Collocation - Application Cost			$2,287 00		
	H 4 16	Adjacent Collocation - 120V, Single Phase Standby Power Cost per AC Breaker Amp		$5 50			
	H 4 17	Adjacent Collocation - 240V, Single Phase Standby Power Cost per AC Breaker Amp		$11 01			
	H 4 18	Adjacent Collocation - 120V, Three Phase Standby Power Cost per AC Breaker Amp		$16 51			
	H 4 19	Adjacent Collocation - 277V, Three Phase Standby Power Cost per AC Breaker Amp		$38 12			
H 6	PHYSICAL COLLOCATION IN THE REMOTE TERMINAL (RT)						
	H 6 1	Physical Collocation in the RT - Application Fee			$865 56		
	H 6 2	Physical Collocation in the Remote Terminal (RT) per Bay/ Rack		$254 02			
	H 6 3	Physical Collocation in the RT - Security Access - Key			$26 06		
	H 6 4	Physical Collocation in the RT - Space Availability Report per Premises Requested			$230 62		
	H 6 5	Physical Collocation in the RT- Remote Site CLLI Code Request, per CLLI Code Requested			$74 74		
H 7	COLLOCATION CABLE RECORDS						
	H 7 1	Collocation Cable Records - per request				$1,700 00	$1,160 00
	H 7 2	Collocation Cable Records - VG/DS0 Cable, per cable record				$918 98	$918 98
	H 7 3	Collocation Cable Records - VG/DS0 Cable, per each 100 pair				$17 94	$17 94
	H 7 4	Collocation Cable Records - DS1, per T1TIE				$8 39	$8 39
	H 7 5	Collocation Cable Records - DS3, per T3TIE				$29 38	$29 38
	H 7 6	Collocation Cable Records - Fiber Cable, per cable record				$277 59	$277 59
H 8	VIRTUAL COLLOCATION IN THE REMOTE TERMINAL (RT)						
	H 8 1	Virtual Collocation In the Remote Terminal (RT) - Application Fee			$865 56		
	H 8 2	Virtual Collocation In the Remote Terminal (RT) - Per Bay/Rack Of Space		$254 02			
	H 8 3	Virtual Collocation In the Remote Terminal (RT) - Space availability Report Per Premises Requested			$230 62		
	H 8 4	Virtual Collocation in the RT- Remote Site CLLI Code Request, per CLLI Code Requested			$74 74		
I 0	INTERIM SERVICE PROVIDER NUMBER PORTABILITY						
I 1	INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF						
	I 1 1	Service Provider Number Portability - RCF, Per Number Ported		$1 66	$0 25		
	I 1 2	Service Provider Number Portability - RCF, Per Additional Path		$0 32			
	I 1 3	Service Provider Number Portability - RCF, Per Service Order, per end-user location				$2 73	$2 73
I 2	SERVICE PROVIDER NUMBER PORTABILITY - DID						
	I 2 1	Service Provider Number Portability - DID, Per Number Ported, Residence			$0 42		
	I 2 2	Service Provider Number Portability - DID, Per Number Ported, Business			$0 42		
	I 2 3	Service Provider Number Portability - DID, Per Service Order, per location				$2 73	$2 73
	I 2 4	Service Provider Number Portability - DID, Per Trunk Termination, Initial		$11 43	$185 13		
	I 2 5	Service Provider Number Portability - DID, Per Trunk Termination, Subsequent		$11 43	$68 79		

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Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
J 0	OTHER						
J 1	*DARK FIBER*						
	J 1 2	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof - Local Channel/Loop		$64 04		$620 60	$133 88
	J 1 3	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof - Interoffice		$27 71		$620 60	$133 88
J 3	*LOOP MAKE-UP*						
	J 3 1	Mechanized Loop Make-up			$0 19		
	J 3 3	Manual Loop Make-up w/o Facility Reservation Number			$23 29		
	J 3 4	Manual Loop Make-up w/ Facility Reservation Number			$24 70		
J 4	*LINE SHARING SPLITTER IN THE CENTRAL OFFICE*						
	J 4 1	Line Sharing Splitter - per Splitter System 96-Line Capacity in the Central Office		$181 18	$183 33		
	J 4 2	Line Sharing Splitter - per Splitter System 24-Line Capacity in the Central Office		$45 30	$183 33		
	J 4 3	Line Sharing Splitter - per Line Activation in the Central Office		$0 61		$17 97	$10 29
	J 4 4	Line Sharing Splitter per Subsequent Activity per Line Arrangement				$15 91	$7 95
	J 4 5	Line Sharing Splitter - per Line Activation in the Remote Terminal		$2 23		$122 12	$48 05
	J 4 6	Line Sharing - per CLP/DLEC Owned Splitter in the Central Office - per LSOD			$55 96		
J 5	*ACCESS TO THE DCS*						
	J 5 1	Customer Reconfiguration Establishment			$1 43		
	J 5 2	DS1 DCS Termination with DS0 Switching		$28 50		$24 81	$19 09
	J 5 3	DS1 DCS Termination with DS1 Switching		$12 27		$17 93	$12 22
	J 5 4	DS3 DCS Termination with DS1 Switching		$170 22		$24 81	$19 09
K 0	ADVANCED INTELLIGENT NETWORK (AIN) SERVICES						
K 1	*BELLSOUTH AIN SMS ACCESS SERVICE*						
	K 1 1	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			$38 30		
	K 1 2	AIN SMS Access Service - Port Connection - Dial/Shared Access			$7 60		
	K 1 3	AIN SMS Access Service - Port Connection - ISDN Access			$7 60		
	K 1 4	AIN SMS Access Service - User Identification Codes - Per User ID Code			$33 99		
	K 1 5	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			$41 39		
	K 1 6	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)		$0 0023			
	K 1 7	AIN SMS Access Service - Session, Per Minute		$0 0791			
	K 1 8	AIN SMS Access Service - Company Performed Session, Per Minute		$2 08			

Statement of Generally Available Terms and Conditions
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Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
K 2	***BELLSOUTH AIN TOOLKIT SERVICE***						
	K 2 1	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			$38 30		
	K 2 2	AIN Toolkit Service - Training Session, Per Customer			$4,175 10		
	K 2 3	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term Attempt			$7 60		
	K 2 4	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay			$7 60		
	K 2 5	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate			$7 60		
	K 2 6	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP			$33 47		
	K 2 7	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP			$33 47		
	K 2 8	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code			$33 47		
	K 2 9	AIN Toolkit Service - Query Charge, Per Query		$0 02			
	K 2 10	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query		$0 005			
	K 2 11	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes		$1 45			
	K 2 12	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription		$15 98	$7 60		
	K 2 13	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription		$0 08	$8 41		
	K 2 14	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription		$15 90	$7 60		
	K 2 15	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription		$0 003	$8 41		
L 0	**ACCESS DAILY USAGE FILE (ADUF)**						
L 1	***ACCESS DAILY USAGE FILE (ADUF)***						
	L 1 1	ADUF, Message Processing, per message		$0.001825		SEE NOTE 4	
	L 1 3	ADUF, Data Transmission (CONNECT:DIRECT), per message		$0.00012147		SEE NOTE 4	
M 0	**DAILY USAGE FILES**						
M 1	***ENHANCED OPTIONAL DAILY USAGE FILE***						
	M 1 1	Enhanced Optional Daily usage File Message Processing, Per Message		$0 2285406			
N 0	**NONRECURRING COSTS**						
N 1	***SERVICE ORDER***						
	N 1 1	Electronic Service Order, per local service request - UNE only			$2 98	SEE NOTE 1	
	N 1 2	Manual Service Order, per local service request - UNE only			$15 20		
	N 1 5	Order Coordination			$7 92		
	N 1 6	Order Coordination for Specified Conversion Time			$17 56		

Statement of Generally Available Terms and Conditions
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Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
P 0	UNBUNDLED LOOP COMBINATIONS						
		Nonrecurring rates for ordinarily combined (new) combinations shall be the sum of the nonrecurring rates as set forth in this price list for the individual unbundled network elements that make up the combination To the extent that CLPs seek to obtain combinations of unbundled network elements that are currently combined or ordinarily combined in BellSouth's network but that are not in this price list, the CLP may purchase such unbundled network combinations at the sum of the stand-alone recurring and nonrecurring prices of the elements which make up the combination The CLP may also pursue the bona fide request process with BellSouth to seek a different rate					
P 1	*2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT*		1	$13 03		$0 10	$0 10
			2	$21 33		$0 10	$0 10
			3	$32 61		$0 10	$0 10
	P 1 5	2-Wire Voice Grade Loop/Line Port - Subsequent Database Update			$1 42		
	P 1 11	Centrex Common Block - Nonrecurring Costs - Switch-as-is				$36 66	$16 10
	P 1 17	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group			$7 11		
P 3	*2-WIRE VOICE GRADE LOOP WITH 2-WIRE DID TRUNK PORT*		1	$20 97		$7 10	$1 81
			2	$27 80		$7 10	$1 81
			3	$37 08		$7 10	$1 81
	P 3 7	2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			$26 01		
P 4	*2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT*		1	$38 84		$37 40	$26 23
			2	$50 01		$37 40	$26 23
			3	$65 18		$37 40	$26 23
	P 4 5	2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Line Side Port - Non Feature Subsequent Activity			$286 15		
P 5	*4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT*		1	$226 55		$115 63	$76 29
			2	$263 28		$115 63	$76 29
			3	$313 15		$115 63	$76 29
	P 5 5	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Channel Activation - Per			$14 11		
	P 5 6	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Inward/2-Way Telephone			$0 48		
	P 5 7	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Outward Telephone			$11 18		
	P 5 8	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Inward Telephone			$22 35		
	P 5 9	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Subsequent Service Order Per Order			$255 25		

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
P.6		***EXTENDED 2-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT***					
	P 6-1	First 2W VG in DS1					
		A 1 2 2-Wire Analog Voice Grade Loop - Service Level 2		$14 97			
		D 4 2 Interoffice Transport - Dedicated - DS1 - Facility Termination		$71 29			
		A 18 1 Channelization - Channel System DS1 to DS0		$146 69			
		A 18 4 Interface Unit - Interface DS1 to DS0 - Voice Grade Card		$1 27			
			1	$234 22			
				$25 93			
				$71 29			
				$146 69			
				$1 27			
			2	$245 18			
				$40 81			
				$71 29			
				$146 69			
				$1 27			
			3	$260 06			
		P 17 1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$5 43	$5 43
	P 6-2	Per Mile					
		D 4 1 Interoffice Transport - Dedicated - DS1 - Per Mile		$0 5753			
	P 6-3	Additional 2W VG in same DS1					
		A 1 2 2-Wire Analog Voice Grade Loop - Service Level 2		$14 97			
		A 18 4 Interface Unit - Interface DS1 to DS0 - Voice Grade Card		$1 27			
			1	$16 24			
				$25 93			
				$1 27			
			2	$27 20			
				$40 81			
				$1 27			
			3	$42 08			

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Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
P 7	EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT						
	P 7-1	First 4W VG in DS1					
		A 4 1 4-Wire Analog Voice Grade Loop		$21 32			
		D 4 2 Interoffice Transport - Dedicated - DS1 - Facility Termination		$71 29			
		A 18 1 Channelization - Channel System DS1 to DS0		$146 69			
		A 18 4 Interface Unit - Interface DS1 to DS0 - Voice Grade Card		$1 27			
			1	$240 57			
				$36 27			
				$71 29			
				$146 69			
				$1 27			
			2	$255 52			
				$56 57			
				$71 29			
				$146 69			
				$1 27			
			3	$275 82			
		P 17 1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$5 43	$5 43
	P 7-2	Per Mile					
		D 4 1 Interoffice Transport - Dedicated - DS1 - Per Mile		$0 5753			
	P 7-3	Additional 4W VG in same DS1					
		A 4 1 4-Wire Analog Voice Grade Loop		$21 32			
		A 18 4 Interface Unit - Interface DS1 to DS0 - Voice Grade Card		$1 27			
			1	$22 59			
				$36 27			
				$1 27			
			2	$37 54			
				$56 57			
				$1 27			
			3	$57 84			

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
P 8		***EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT***					
	P 8-1	First 4W 56 / 64 in DS1					
		A 10 1 4-Wire 19, 56 or 64 Kbps Digital Grade Loop		$25 32			
		D 4 2 Interoffice Transport - Dedicated - DS1 - Facility Termination		$71 29			
		A 18 1 Channelization - Channel System DS1 to DS0		$146 69			
		A 18 2 Interface Unit - Interface DS1 to DS0 - OCU-DP Card		$2 00			
			1	$245 30			
				$43 11			
				$71 29			
				$146 69			
				$2 00			
			2	$263 09			
				$67 26			
				$71 29			
				$146 69			
				$2 00			
			3	$287 24			
		P 17 1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$5 43	$5 43
	P 8-2	Per Mile					
		D 4 1 Interoffice Transport - Dedicated - DS1 - Per Mile		$0 5753			
	P 8-3	Additional 4W 56 / 64 in same DS1					
		A 10 1 4-Wire 19, 56 or 64 Kbps Digital Grade Loop		$25 32			
		A 18 2 Interface Unit - Interface DS1 to DS0 - OCU-DP Card		$2 00			
			1	$27 32			
				$43 11			
				$2 00			
			2	$45 11			
				$67 26			
				$2 00			
			3	$69 26			

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Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
P 11		***EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT***					
	P 11-1	Fixed					
		A 9 1 4-Wire DS1 Digital Loop		$47 60			
		D 4 2 Interoffice Transport - Dedicated - DS1 - Facility Termination		$71 29			
			1	$118 89			
				$84 36			
				$71 29			
			2	$155 65			
				$134 29			
				$71 29			
			3	$205 58			
		P 17 1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$5 43	$5 43
	P 11-2	Per Mile					
		D 4 1 Interoffice Transport - Dedicated - DS1 - Per Mile		$0 5753			
P 13		***EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT***					
	P 13-1	First DS1 in DS3					
		A 9 1 4-Wire DS1 Digital Loop		$47 60			
		D 6 2 Interoffice Transport - Dedicated - DS3 - Facility Termination		$720 38			
		A 18 5 Channelization - Channel System DS3 to DS1		$233 10			
		A 18 6 Interface Unit - Interface DS3 to DS1		$16 07			
			1	$1,017 15			
				$84 36			
				$720 38			
				$233 10			
				$16 07			
			2	$1,053 91			
				$134 29			
				$720 38			
				$233 10			
				$16 07			
			3	$1,103 84			
		P 17 1 Nonrecurnng Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$5 43	$5 43
	P 13-2	Per Mile					
		D 6 1 Interoffice Transport - Dedicated - DS3 - Per Mile		$12 98			

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
	P 13-3	Additional DS1 in same DS3					
		A 9 1 4-Wire DS1 Digital Loop		$47 60			
		A 18 6 Interface Unit - Interface DS3 to DS1		$16 07			
			1	$63 67			
				$84 36			
				$16 07			
			2	$100 43			
				$134 29			
				$16 07			
			3	$150 36			
P 15	*4-WIRE DS1 DIGITAL LOOP WITH DDITS PORT*		1	$171 06		$125 75	$65 08
			2	$207 79		$125 75	$65 08
			3	$257 66		$125 75	$65 08
	P 15 5	4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port -Subsequent Channel Activation - Per Channel			$14 06		
	P 15 6	4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port -Subsequent Telephone Numbers			$120 96		
	P 15 7	4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port -Subsequent Signaling Charges			$29 65		
	P 15 8	4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port -Subsequent Service Order per Order			$127 63		
P 16	*2-WIRE LOOP/ 2 WIRE VOICE GRADE IO TRANSPORT/ 2 WIRE PORT*						
	P 16-1	Fixed					
		A 1 2 2-Wire Analog Voice Grade Loop - Service Level 2		$14 97			
		D 2 2 Interoffice Transport - Dedicated - 2- Wire Voice Grade - Facility Termination		$18 00			
		B 1 1 Exchange Ports - 2-Wire Analog Line Port (Res , Bus , Centrex, Coin)		$2 19			
			1	$35 16			
				$25 93			
				$18 00			
				$2 19			
			2	$46 12			
				$40 81			
				$18 00			
				$2 19			
			3	$61 00			
		P 16 3 2W VG Loop / 2W VG IO Transport / 2W Port Combination - Nonrecurring Costs - Switch-as-is				$8 24	$1 81
	P 16-2	Per Mile					
		D 2 1 Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile		$0 0282			

Statement of Generally Available Terms and Conditions
North Carolina Price List

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
P 23	*EXTENDED 2-WIRE VOICE GRADE LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT*						
	P 23-1	Fixed					
		A 1 2 2-Wire Analog Voice Grade Loop - Service Level 2		$14 97			
		D 2 2 Interoffice Transport - Dedicated - 2- Wire Voice Grade - Facility Termination		$18 00			
			1	$32 97			
				$25 93			
				$18 00			
			2	$43 93			
				$40 81			
				$18 00			
			3	$58 81			
		P 17 1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$5 43	$5 43
	P 23-2	Per Mile					
		D 2 1 Interoffice Transport - Dedicated - 2-Wire Voice Grade - Per Mile		$0 0282			
P 24	*EXTENDED 4-WIRE VOICE GRADE LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT*						
	P 24-1	Fixed					
		A 4 1 4-Wire Analog Voice Grade Loop		$21 32			
		D 12 2 Interoffice Transport - Dedicated - 4-Wire Voice Grade - Facility Termination		$22 16			
			1	$43 48			
				$36 27			
				$22 16			
			2	$58 43			
				$56 57			
				$22 16			
			3	$78 73			
		P 17 1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$5 43	$5 43
	P 24-2	Per Mile					
		D 12 1 Interoffice Transport - Dedicated - 4-Wire Voice Grade - Per Mile		$0 0125			
P 25	*EXTENDED DS3 DIGITAL LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT*						
	P 25-1	Fixed					
		A 16 1 High Capacity Unbundled Local Loop - DS3 - Facility Termination		$450 69			
		D 6 2 Interoffice Transport - Dedicated - DS3 - Facility Termination		$720 38			
				$1,171 07			
		P 17 1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$5 43	$5 43
	P 25-2	Per Mile - Interoffice					
		D 6 1 Interoffice Transport - Dedicated - DS3 - Per Mile		$12 98			
	P 25-3	Per Mile - DS3 Loop					
		A 16 2 High Capacity Unbundled Local Loop - DS3 - Per Mile		$13 33			

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
P 26		***EXTENDED STS1 DIGITAL LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT***					
	P 26-1	Fixed					
		A 16 15 High Capacity Unbundled Local Loop - STS-1 - Facility Termination		$464 26			
		D 10 2 Interoffice Transport - Dedicated - STS-1 - Facility Termination		$790 37			
				$1,254 63			
		P 17 1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$5 43	$5 43
	P 26-2	Per Mile - Interoffice					
		D 10 1 Interoffice Transport - Dedicated - STS-1 - Per Mile		$6 14			
	P 26-3	Per Mile - Loop					
		A 16 16 High Capacity Unbundled Local Loop - STS-1 - Per Mile		$13 33			
P.51		***EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT***					
	P 51-1	First 2-Wire ISDN in DS1					
		A 5 1 2-Wire ISDN Digital Grade Loop		$19 42			
		D 4 2 Interoffice Transport - Dedicated - DS1 - Facility Termination		$71 29			
		A 18 1 Channelization - Channel System DS1 to DS0		$146 69			
		A 18 3 Interface Unit - Interface DS1 to DS0 - BRITE Card		$3 59			
			1	$240 99			
				$32 88			
				$71 29			
				$146 69			
				$3 59			
			2	$254 45			
				$51 14			
				$71 29			
				$146 69			
				$3 59			
			3	$272 71			
		P 17 1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$5 43	$5 43
	P 51-2	Per Mile					
		D 4 1 Interoffice Transport - Dedicated - DS1 - Per Mile		$0 5753			

Statement of Generally Available Terms and Conditions
North Carolina Price List

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
	P 51-3	Additional 2-wire IDSN in same DS1					
		A 5 1 2-Wire ISDN Digital Grade Loop		$19 42			
		A 18 3 Interface Unit - Interface DS1 to DS0 - BRITE Card		$3 59			
			1	$23 01			
				$32 88			
				$3 59			
			2	$36 47			
				$51 14			
				$3 59			
			3	$54 73			
P 52	*EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT*						
	P 52-1	First in DS1 in STS1					
		A 9 1 4-Wire DS1 Digital Loop		$47 60			
		D 10 2 Interoffice Transport - Dedicated - STS-1 - Facility Termination		$790 37			
		A 18 5 Channelization - Channel System DS3 to DS1		$233 10			
		A 18 6 Interface Unit - Interface DS3 to DS1		$16 07			
			1	$1,087 14			
				$84 36			
				$790 37			
				$233 10			
				$16 07			
			2	$1,123 90			
				$134 29			
				$790 37			
				$233 10			
				$16 07			
			3	$1,173 83			
		P 17 1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$5 43	$5 43
	P 52-2	Per Mile					
		D 10 1 Interoffice Transport - Dedicated - STS-1 - Per Mile		$6 14			
	P 52-3	Additional DS1 in same STS1					
		A 9 1 4-Wire DS1 Digital Loop		$47 60			
		A 18 6 Interface Unit - Interface DS3 to DS1		$16 07			
			1	$63 67			
				$84 36			
				$16 07			
			2	$100 43			
				$134 29			
				$16 07			
			3	$150 36			

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
P 53		***EXTENDED 2-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX***					
	P 53-1	First 2-Wire VG in First DS1 in DS3					
		A 1 2 2-Wire Analog Voice Grade Loop - Service Level 2		$14 97			
		D 4 2 Interoffice Transport - Dedicated - DS1 - Facility Termination		$71 29			
		A 18 5 Channelization - Channel System DS3 to DS1		$233 10			
		A 18 6 Interface Unit - Interface DS3 to DS1		$16 07			
		A 18 1 Channelization - Channel System DS1 to DS0		$146 69			
		A 18 4 Interface Unit - Interface DS1 to DS0 - Voice Grade Card		$1 27			
			1	$483 39			
				$25 93			
				$71 29			
				$233 10			
				$16 07			
				$146 69			
				$1 27			
			2	$494 35			
				$40 81			
				$71 29			
				$233 10			
				$16 07			
				$146 69			
				$1 27			
			3	$509 23			
		P 17 1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$5 43	$5 43
	P 53-2	Per Mile per DS1					
		D 4 1 Interoffice Transport - Dedicated - DS1 - Per Mile		$0 5753			
	P 53-3	Additional 2-Wire VG in same DS1					
		A 1 2 2-Wire Analog Voice Grade Loop - Service Level 2		$14 97			
		A 18 4 Interface Unit - Interface DS1 to DS0 - Voice Grade Card		$1 27			
			1	$16 24			
				$25 93			
				$1 27			
			2	$27 20			
				$40 81			
				$1 27			
			3	$42 08			
	P 53-4	Additional DS1 in same DS3					
		D 4 2 Interoffice Transport - Dedicated - DS1 - Facility Termination		$71 29			
		A 18 1 Channelization - Channel System DS1 to DS0		$146 69			
		A 18 6 Interface Unit - Interface DS3 to DS1		$16 07			
				$234 05			

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
P 54		***EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX***					
	P 54-1	First 4-Wire VG in First DS1 in DS3					
		A 4 1 4-Wire Analog Voice Grade Loop		$21 32			
		D 4 2 Interoffice Transport - Dedicated - DS1 - Facility Termination		$71 29			
		A 18 5 Channelization - Channel System DS3 to DS1		$233 10			
		A 18 6 Interface Unit - Interface DS3 to DS1		$16 07			
		A 18 1 Channelization - Channel System DS1 to DS0		$146 69			
		A 18 4 Interface Unit - Interface DS1 to DS0 - Voice Grade Card		$1 27			
			1	$489 74			
				$36 27			
				$71 29			
				$233 10			
				$16 07			
				$146 69			
				$1 27			
			2	$504 69			
				$56 57			
				$71 29			
				$233 10			
				$16 07			
				$146 69			
				$1 27			
			3	$524 99			
		P 17 1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$5 43	$5 43
	P 54-2	Per Mile per DS1					
		D 4 1 Interoffice Transport - Dedicated - DS1 - Per Mile		$0 5753			
	P 54-3	Additional 4-Wire VG in same DS1					
		A 4 1 4-Wire Analog Voice Grade Loop		$21 32			
		A 18 4 Interface Unit - Interface DS1 to DS0 - Voice Grade Card		$1 27			
			1	$22 59			
				$36 27			
				$1 27			
			2	$37 54			
				$56 57			
				$1 27			
			3	$57 84			
	P 54-4	Additional DS1 in same DS3					
		D 4 2 Interoffice Transport - Dedicated - DS1 - Facility Termination		$71 29			
		A 18 1 Channelization - Channel System DS1 to DS0		$146 69			
		A 18 6 Interface Unit - Interface DS3 to DS1		$16 07			
				$234 05			

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
P 55		EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX					
	P 55-1	First 4-Wire in First DS1 in DS3					
		A 10 1 4-Wire 19, 56 or 64 Kbps Digital Grade Loop		$25 32			
		D 4 2 Interoffice Transport - Dedicated - DS1 - Facility Termination		$71 29			
		A 18 5 Channelization - Channel System DS3 to DS1		$233 10			
		A 18 6 Interface Unit - Interface DS3 to DS1		$16 07			
		A 18 1 Channelization - Channel System DS1 to DS0		$146 69			
		A 18 2 Interface Unit - Interface DS1 to DS0 - OCU-DP Card		$2 00			
			1	$494 47			
				$43 11			
				$71 29			
				$233 10			
				$16 07			
				$146 69			
				$2 00			
			2	$512 26			
				$67 26			
				$71 29			
				$233 10			
				$16 07			
				$146 69			
				$2 00			
			3	$536 41			
		P 17 1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$5 43	$5 43
	P 55-2	Per Mile per DS1					
		D 4 1 Interoffice Transport - Dedicated - DS1 - Per Mile		$0 5753			
	P 55-3	Additional 4-Wire in same DS1					
		A 10 1 4-Wire 19, 56 or 64 Kbps Digital Grade Loop		$25 32			
		A 18 2 Interface Unit - Interface DS1 to DS0 - OCU-DP Card		$2 00			
			1	$27 32			
				$43 11			
				$2 00			
			2	$45 11			
				$67 26			
				$2 00			
			3	$69 26			
	P 55-4	Additional DS1 in same DS3					
		D 4 2 Interoffice Transport - Dedicated - DS1 - Facility Termination		$71 29			
		A 18 1 Channelization - Channel System DS1 to DS0		$146 69			
		A 18 6 Interface Unit - Interface DS3 to DS1		$16 07			
				$234 05			

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
P 56		***EXTENDED LOOP 2-WIRE ISDN WITH DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX***					
	P 56-1	First 2-Wire in First DS1 in DS3					
		A 5 1 2-Wire ISDN Digital Grade Loop		$19 42			
		D 4 2 Interoffice Transport - Dedicated - DS1 - Facility Termination		$71 29			
		A 18 5 Channelization - Channel System DS3 to DS1		$233 10			
		A 18 6 Interface Unit - Interface DS3 to DS1		$16 07			
		A 18 1 Channelization - Channel System DS1 to DS0		$146 69			
		A 18 3 Interface Unit - Interface DS1 to DS0 - BRITE Card		$3 59			
			1	$490 16			
				$32 88			
				$71 29			
				$233 10			
				$16 07			
				$146 69			
				$3 59			
			2	$503 62			
				$51 14			
				$71 29			
				$233 10			
				$16 07			
				$146 69			
				$3 59			
			3	$521 88			
		P 17 1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$5 43	$5 43
	P 56-2	Per Mile per DS1					
		D 4 1 Interoffice Transport - Dedicated - DS1 - Per Mile		$0 5753			
	P 56-3	Additional 2-Wire in same DS1					
		A 5 1 2-Wire ISDN Digital Grade Loop		$19 42			
		A 18 3 Interface Unit - Interface DS1 to DS0 - BRITE Card		$3 59			
			1	$23 01			
				$32 88			
				$3 59			
			2	$36 47			
				$51 14			
				$3 59			
			3	$54 73			
	P 56-4	Additional DS1 in same DS3					
		D 4 2 Interoffice Transport - Dedicated - DS1 - Facility Termination		$71 29			
		A 18 1 Channelization - Channel System DS1 to DS0		$146 69			
		A 18 6 Interface Unit - Interface DS3 to DS1		$16 07			
				$234 05			

Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
P 57		***EXTENDED 4-WIRE DS1 DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT W/ 3/1 MUX***					
	P 57-1	First 4-Wire DS1 in DS3					
		A 9 1 4-Wire DS1 Digital Loop		$47 60			
		D 4 2 Interoffice Transport - Dedicated - DS1 - Facility Termination		$71 29			
		A 18 5 Channelization - Channel System DS3 to DS1		$233 10			
		A 18 6 Interface Unit - Interface DS3 to DS1		$16 07			
			1	$368 06			
				$84 36			
				$71 29			
				$233 10			
				$16 07			
			2	$404 82			
				$134 29			
				$71 29			
				$233 10			
				$16 07			
			3	$454 75			
		P 17 1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$5 43	$5 43
	P 57-2	Per Mile per DS1					
		D 4 1 Interoffice Transport - Dedicated - DS1 - Per Mile		$0 5753			
	P 57-3	Additional 4-Wire DS1 in same DS3					
		A 9 1 4-Wire DS1 Digital Loop		$47 60			
		A 18 6 Interface Unit - Interface DS3 to DS1		$16 07			
		D 4 2 Interoffice Transport - Dedicated - DS1 - Facility Termination		$71 29			
			1	$134 96			
				$84 36			
				$16 07			
				$71 29			
			2	$171 72			
				$134 29			
				$16 07			
				$71 29			
			3	$221 65			

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Cost Ref No		Description	Zone	Recurring Rates	Nonrecurring Rates	Nonrecurring Rates	
						First	Additional
P 58		***EXTENDED 4-WIRE 56 OR 64 KBPS DIGITAL LOOP WITH DS0 INTEROFFICE TRANSPORT***					
	P 58-1	Fixed					
		A 10 1 4-Wire 19, 56 or 64 Kbps Digital Grade Loop		$25 32			
		D 3 2 Interoffice Transport - Dedicated - DS0 - Facility Termination		$17 40			
			1	$42 72			
				$43 11			
				$17 40			
			2	$60 51			
				$67 26			
				$17 40			
			3	$84 66			
		P 17 1 Nonrecurring Cost for Extended Loop or Local Channel and Interoffice Combination Switch -As-Is				$5 43	$5 43
	P 58-2	Per Mile					
		D 3 1 Interoffice Transport - Dedicated - DS0 - Per Mile		$0 0282			

	NOTE 1	A CLP electing to operate under the SGAT has a choice of either Element F 1 1 or Element N 1 1, but not both elements
	NOTE 2	Permanent rates for the following elements will be established in Docket No P-100, Sub 133j
		Physical Collocation Elements H 1 1 through H 1 65
		Adjacent Collocation Elements H 4 1 through H 4 19
	NOTE 3	In Docket P-55, Sub 1022, the NCUC established interim rates subject to true-up for the the following elements
		2-Wire Unbundled Copper Loop - Non-Designed Element A 13 12
		Virtual Collocation Elements H 2 1 through H 2 22
		Assembly Point Elements H 3 1 through H 3 3
		Physical Collocation in the Remote Terminal (RT) Elements H 6 1 through H 6 5
		Collocation Cable Records Elements H 7 1 through H 7 6
		Virtual Collocation in the Remote Terminal (RT) Elements H 8 1 through H 8 4
		Permanent rates for theses elements are expected to be established in Docket No P-100, Sub 133d
	NOTE 4	Rates associated with certain Daily Usage File (DUF) elements (F 1 2-F 1 4, and L 1) are interim subject to true-up
		Permanent rates for these elements will be established in Docket No P-100, Sub 133d

EXAMPLE TO SHOW EFFECT OF MODIFYING THE MANUAL ORDERING ADDITIVE

		CURRENT PERMANENT NONRECURRING RATES AS ORDERED BY NCUC		MODIFIED NONRECURRING RATES BEING PROPOSED:	
		First	Additional	First	Additional
A 1 1	2-WIRE ANALOG VOICE GRADE LOOP - SL1 - nonrecurring	$57 99	$42 37	$36 54	$16.87
	Manual Service Ordering Additive *	$26 94	$12 76	$15 20	N/A
	2-WIRE ANALOG VOICE GRADE LOOP - SL1 - nonrecurring - ordered manually	$84.93	$55.13	$51 74	$16.87

* Currently, the manual additive applies per element ordered BellSouth's filing introduces Element N 1 2 which is applied per Local Service Request, rather than per element ordered This means that if two or more elements are ordered manually on the same LSR, the $15 20 charge only applies once For example, depending on the number of SL1 UNEs ordered manually on the same order, the charge would be

One SL1 ordered manually	$84 93	$51.74
Two SL1s ordered manually	$140.06	$68 61
Three SL1s ordered manually	$195.19	$85 48

BONA FIDE REQUEST PROCESS

1.0 Bona Fide Requests are to be used when a CLP requests a change to any Services and Elements, including any new features, capabilities or functionalities.

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

1 2 Although not expected to do so, a CLP may cancel, without penalty, a Bona Fide Request in writing at any time. BellSouth will then cease analysis of the request.

1.3 Within two (2) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request

1.4 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BellSouth shall provide to a CLP a preliminary analysis of the Bona Fide Request. The preliminary analysis will include BellSouth's proposed price (plus or minus 25 percent) and state whether BellSouth can meet a CLP's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet a CLP's requested availability date. BellSouth also shall indicate in this analysis its agreement or disagreement with a CLP's designation of the request as being pursuant to the Act or pursuant to the needs of the business. In no event shall any such disagreement delay BellSouth's processing of the request. If BellSouth determines that it is not able to provide a CLP with a preliminary analysis with thirty (30) days of BellSouth's receipt of a Bona Fide Need request, BellSouth will inform a CLP as soon as practicable. A CLP and BellSouth will then determine a mutually agreeable date for receipt of the preliminary analysis.

1.5 As soon as possible, but in not event more than ninety (90) days after receipt of the request, BellSouth shall provide a CLP with a firm Bona Fide Request quote which will include, at a minimum, the firm availability

date, the applicable rates and the installation intervals, and a binding price quote.

1.6 Unless a CLP agrees otherwise, all proposed prices shall be in accordance with the pricing principles of the Act, and any applicable FCC and Commission rules and regulations.

1.7 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, a CLP will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal.

TABLE OF CONTENTS

SERVICE DESCRIPTION: UNBUNDLED NETWORK ELEMENTS

1. Introduction

This Attachment sets forth the descriptions and requirements for unbundled network elements that BellSouth agrees to offer pursuant to the Generally Available Terms and Conditions.

2.0 Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops

All of the 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 Competing Local Providers' (CLP) 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" and "Order Coordination - Time Specific."

2.1.5 "Order Coordination (OC)" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and CLP-1 advised.

2.1.6 "Order Coordination – Time Specific (OC-TS)" refers to service order coordination in which CLP-1 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 any applicable OC charge. CLP-1 may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If CLP-1 specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

2.1.7 Where facilities are available, BellSouth will install loops according to the interval guide that is available on BellSouth's internet web site.. 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 CLP-1, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC # 1 Tariff, Section 5, will apply. If CLP-1 cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.

2.1.8 If CLP-1 modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be reimbursed by CLP-1.

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

2.1.8.2 SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If CLP-1 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.

2.1.8.3 SL2 loops shall have test points, with or without conditioning, will be designed with a design layout record provided to CLP-1, and will be provided with OC. The OC feature will allow CLP-1 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.

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

2.1.8.5 As a chargeable option on all loops except UVL-SL1, Universal Digital Channel (UDC) and Unbundled Copper Loops (UCLs), BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow CLP-1 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) bas

2.1.8.6 CLP-1 will be responsible for testing and isolating troubles on the loops. Once CLP-1 has isolated a trouble to the BellSouth provided loop, CLP-1 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 customer.

2.1.8.7 If CLP-1 reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge CLP-1 for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.8.8 If CLP-1 reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge CLP-1 for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.8.9 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 CLP 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. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

2.1.8.10 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a

chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.

2.1.8.11 Unbundled Copper Loop – Non-Designed (UCL-ND): The UCL-ND will be a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters or digital access main lines ("DAMLs") and may have up to 6,000 feet of bridged tap between the end user's premises and the service wire center. The UCL-ND will typically be 1300 Ohms resistance and in most cases will not exceed 18,000 in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a design layout record or a test point. The CLP may request, for an additional non-recurring charge, an Engineering Information (EI) document from BellSouth, which provides loop make-up information, similar to a Design Lay Out Record (DLR).

2.1.8.12 The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. CLP-1 may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of CLP-1's choosing. CLP-1 will determine the type of service that will be provided over the loop.

2.1.8.13 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLP 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.

2.1.8.14 The UCL loop shall be provided to CLP in accordance with BellSouth's Technical Reference 73600.

2.2 Technical Requirements

2.2.1 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 CLP can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet CLP-1's request.

2.2.2 CLP-1 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 ser

2.2.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.3 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by CLP-1 will be consistent with industry standards and BellSouth's TR73600.

2.2.4 CLP-1 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 CLP-1 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 CLP-1 using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.

2.2.5 In some instances, CLP-1 will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that CLP-1 can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. CLP-1 will determine the type of service that will be provided over the loop. In some cases, CLP-1 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.

2.2.6 In those cases where CLP-1 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.

2.2.7 The loop shall be provided to CLP-1 in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.3 Unbundled Loop Modifications (Line Conditioning)

2.3.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by CLP-1, whether or not BellSouth offers advanced services to the End User on that loop.

2.3.2 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.

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

2.3.4 BellSouth shall recover the cost of line conditioning requested by CLP-1 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).

2.4 Integrated Digital Loop Carriers

2.4.1 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 CLP-1 to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide CLP-1 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. CLP-1 will then have the option of paying the one-time SC rates to place the loop facilities or CLP-1 may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.).

2.5 Network Interface Device

2.5.1 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.

BellSouth shall permit CLP-1 to connect CLP-1's loop facilities the end-user's inside wire through the BellSouth NID or at any other technically feasible point.

2.6 Access to Network Interface Device (NID)

Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), CLP-1 may access the end user's wire by any of the following means: BellSouth shall allow CLP-1 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. CLP-1 agrees to install compatible protectors and test jacks and to maintain the protection system and equipment and to indemnify BellSouth pursuant to Section 8 of the General Terms and Conditions of this Agreement.
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
Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the inside wiring through a suitable "punch-out" hole of such NID enclosures; or
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., CLP-1, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless: (1) the applicable Commission has expressly permitted the same; (2) the disconnecting Party provides prior notice to the other Party, and (3) the Party disconnecting appropriately caps off and guards the other Party's loops. It will be the CLP's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. In such cases, it shall be the responsibility of the disconnecting party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally- recognized–testing-laboratory-listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If CLP does not wish to accept this responsibility, other options exist in which BellSouth installs a NID for the CLP as a chargeable option.
In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with CLP-1 to develop specific procedures to establish the most effective means of implementing this Section, 2.4.3.

2.6.1 Technical Requirements

2.6.2 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.6.3 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 CLP-1's NID, consistent with the NID's function at the Effective Date of this Agreement.

2.6.4 Where a BellSouth NID exists, it is provided in its "as is" condition. CLP-1 may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8.

2.6.5 When CLP-1 deploys its own local loops with respect to multiple-line termination devices, CLP-1 shall specify the quantity of NIDs connections that it requires within such device.

2.7 Interface Requirements

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

2.8 Unbundled Loop Concentration (ULC) System

2.8.1 BellSouth will provide to CLP-1 Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

2.8.2 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 CLP-1 at CLP-1'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 CLP'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 Attachment A to the SGAT.

2.9 Sub-loop Elements

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

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

2.9.3 Unbundled Sub-Loop Distribution;

2.9.4 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and

2.9.5 Unbundled Sub-Loop Feeder.

2.9.6 Unbundled Sub-Loop (distribution facilities)

2.9.7 Definition

2.9.8 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

2.9.9 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.

2.9.9.1 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the voice grade Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services.

2.9.9.2 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.

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

2.9.9.4 If CLP-1 requests a UCSL and a non-loaded pair is not available, CLP-1 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. CLP-1 may order Loop Make-up to determine what loop modifications will be required.

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, CLP-1 would be required to deliver a cable to the BellSouth remote terminal or cross-box in the field to provide continuity to CLP-1's feeder facilities. This cable would be connected, by a BellSouth technician, within the BellSouth RT/cross-box during the set-up process. CLP-1's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel that will be installed for the purpose of accessing USL-INC pairs. The cross-connect panel will function as a single point of interconnection (SPOI) for USL-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25 pair increments for CLP-1's use on this cross-connect panel CLP-1 will be responsible for connecting its facilities to the 25 pair cross-connect block(s).

2.9.12 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 CLP-1 has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLP demand, then BellSouth will perform the set-up work as described in Section 2.7.6. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 2.8.6) to accommodate CLP-1's request for Unbundled Sub-Loops, CLP-1 may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. CLP-1 will have the option of paying the SC charges to modify the BellSouth facilities.

2.9.13 Set-up work must be completed before CLP-1 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 CLP'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.

2.9.14 Once the set-up is complete, the CLP will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Manual Order Coordination is required with USL pair provisioning and is in addition to the USL pair rate. For expedite requests by CLP-1 for sub-loop pairs, expedite charges will apply for intervals less than 5 days.

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

2.9.14.2 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

2.10 Unbundled Network Terminating Wire (UNTW)

2.10.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to CLP-1 pursuant to the following terms and conditions at rates as set forth in Attachment A to the SGAT.

2.11 Definition

2.11.1 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.

2.12 Requirements

2.12.1 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..

2.12.2 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.

2.12.3 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 CLP's service before accessing UNTW pairs.

2.12.4 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.

2.12.5 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 obtain

2.12.6 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). CLP-1 will report use of the UNTW pairs on a Local Service Request (LSR) form submitted to BellSouth's Local Carrier Service Center (LCSC).

2.12.7 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).

2.12.8 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.

2.12.9 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:

2.12.10 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.

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.

2.13 Unbundled Sub-Loop Concentration System (USLC)

2.13.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to CLP-1 with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into CLP-1's collocation space. TR-008 and TR303 interface standards are available.

2.13.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of CLP-1's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of CLP-1'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 CLP's collocation

space within the SWC that serves the RT where the CLP's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

2.13.3 In these scenarios CLP-1 would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow CLP-1's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

2.14 Unbundled Sub-Loop Feeder

2.14.1 Definition

2.14.2 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.

2.14.3 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).

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

2.14.5 USLF will provide the facilities needed to provision a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of the CLP-1s loop distribution elements onto BellSouth's feeder system.

2.14.6 Requirements

2.14.7 CLP-1 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 CLP-1. CLP-1 will then have the option of paying the special construction charges or canceling the order.

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

2.14.9 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.

2.15 BellSouth provides ALECs access to the high frequency portion of the loop network element as an unbundled network element, where BellSouth is providing, and continues to provide, analog circuit-switched voiceband services on the particular loop for which the ALEC seeks access. The high frequency portion of the loop is defined as the frequency range above the voiceband on a copper loop facility that is being used to carry analog circuit-switched voiceband transmissions. . BellSouth may maintain control over the loop and splitter equipment and functions, and will provide ALECs with loop and splitter functionality that is compatible with any transmission technology that the ALEC seeks to deploy using the high frequency portion of the loop, as defined in 47 C.F.R. § 51.319(h), provided that such transmission technology is presumed to be deployable pursuant to 47 C.F.R. § 51.230. BellSouth will condition loops to enable ALECs to access the high frequency portion of the loop spectrum in accordance with 47 C.F.R. § 51.319(a)(3) and § 51.319(h).

3. Switching

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

3.1 Local Switching

3.1.1 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 5.1.3 2 to CLP-1 for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to CLP-1 for the provision of a telecommunications service only in the limited circumstance described below in Section 5.2.6.

3.1.2 Except as otherwise provided herein, BellSouth shall not impose any restrictions on CLP-1 regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

3.1.3 Local Circuit Switching Capability, including Tandem Switching Capability

3.1.3.1 Definition

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

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

3.1.4.2 In the event that CLP-1 orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office within a top 50 MSA, Density Zone 1, BellSouth's sole recourse shall be to charge CLP-1 a market based-rate for use of the local circuit switching functionality for the affected facilities.

3.1.4.3 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 CLP-1. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.

3.1.4.4 BellSouth will provide to CLP-1 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 CLP-1's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by CLP-1. CLP-1 customers may use the same dialing arrangements as BellSouth customers.

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

3.1.4.6 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.

3.1.4.7 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to CLP-1 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. CLP-1 customers may use the same dialing arrangements as BellSouth customers, but obtain a CLP-1 branded service.

3.1.5 Technical Requirements

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

3.1.5.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.

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

3.1.5.4 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 CLP-1 will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.

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

3.1.5.6 BellSouth shall activate service for an CLP-1 customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to CLP-1's services without loss of switch feature functionality as defined in this Agreement.

3.1.5.7 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.

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

3.1.5.9 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.

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

3.1.5.11 Special Services provided by BellSouth will include the following:

3.1.5.11.1 Telephone Service Prioritization;

3.1.5.11.2 Related services for handicapped;

3.1.5.11.3 Soft dial tone where required by law; and

3.1.5.11.4 Any other service required by law.

3.1.5.12 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.

3.1.5.13 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.

3.1.5.14 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to CLP-1, upon a reasonable request from CLP-1. CLP will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.

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

3.1.5.16 BellSouth shall offer to CLP-1 all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services

3.1.5.17 Where capacity exists, BellSouth shall assign each CLP-1 customer line the class of service designated by CLP-1 (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from CLP-1 customers to CLP-1 directory assistance operators at CLP-1's option.

3.1.5.18 Where capacity exists, BellSouth shall assign each CLP-1 customer line the class of services designated by CLP-1 (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from CLP-1 customers to CLP-1 operators at CLP-1's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an CLP-1 Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

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

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

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

3.1.6.2 Coin phone signaling;

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

3.1.6.4 Two-wire analog interface to PBX;

3.1.6.5 Four-wire analog interface to PBX;

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

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

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

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

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

3.1.7.1 SS7 Signaling Network or Multi-Frequency trunking if requested by CLP-1;

3.1.7.2 Interface to CLP-1 operator services systems or Operator Services through appropriate trunk interconnections for the system; and

3.1.7.3 Interface to CLP-1 Directory Assistance Services through the CLP-1 switched network or to Directory Assistance Services through the

appropriate trunk interconnections for the system; and 950 access or other CLP-1 required access to interexchange carriers as requested through appropriate trunk interfaces.

3.2 Packet Switching Capability

3.2.1 Definition

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

3.2.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);

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

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

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

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

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

3.2.6.2 There are no spare copper loops capable of supporting the xDSL services CLP-1 seeks to offer;

3.2.6.3 BellSouth has not permitted CLP-1 to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the CLP-1 obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 C.F.R. § 51.319 (b); and

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

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

3.3 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 CLP-1 for the provision of a telecommunications service.

3.4 Rates

The prices that CLP-1 shall pay to BellSouth for Network Elements and Other Services are set forth in Attachment A to the SGAT.

3.5 Operational Support Systems (OSS)

The rates for access to OSS are as set forth in Attachment A to the SGAT.

4. Unbundled Network Element Combinations

4.1 At the CLP's request and subject to the terms and conditions set forth herein, BellSouth shall provide access to Currently Combined, and Ordinarily Combined combinations of port and loop unbundled network elements and loop and transport unbundled network elements, (hereinafter referred to as Enhanced Extended Links or "EELs"). BellSouth shall also provide access to Not Typically Combined combinations. Currently Combined, Ordinarily Combined and Not Typically Combined shall have the meaning set forth below.

4.1.1 Currently Combined network element combinations shall mean that such unbundled network elements are in fact already combined by BellSouth in the BellSouth network to provide telecommunications service to a particular location.

4.1.2 Ordinarily Combined network element combinations shall mean that such unbundled network elements are combined by BellSouth in the BellSouth network in the manner in which they are typically combined even if the

particular elements being ordered are not actually physically connected at the time the order is placed.

4.1.3 Not Typically Combined unbundled network element combinations shall mean that such network elements are neither Currently Combined nor Ordinarily Combined as these terms are defined above. In compliance with FCC Rule 51.315(d), requests for combinations of Not Typically Combined unbundled network elements are available through the bona fide request process as set forth in Attachment B. Rates for Not Typically Combined unbundled network element combinations shall be negotiated through the bona fide request process.

4.2 Port/Loop Combinations

4.2.1 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill (SC), NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to the CLP if the CLP's customer has 4 or more DS0 equivalent lines. BellSouth shall make available loop and port combinations, as set forth in Section 4.3 below, except in those locations where BellSouth is not required to provide circuit switching.

4.2.2 Combinations of port and loop unbundled network elements provide local exchange service for the origination or termination of calls.

4.3 Currently Combined and Ordinarily Combined Port/Loop Combination Offerings:

4.3.1 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.

4.3.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.3.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per

MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.3.4 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.

4.3.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.3.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.3.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

4.3.8 4-wire DS1 Loop with normal serving wire center channelization interface, unbundled port, 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.

4.4 Rates for Port/Loop Combinations

4.4.1 Recurring rates for Currently Combined and Ordinarily Combined port/loop unbundled network element combinations shall be as set forth in Attachment A. Nonrecurring rates for Currently Combined port/loop unbundled network element combinations shall be as set forth in Attachment A. Nonrecurring rates for Ordinarily Combined port/loop unbundled network element combinations shall be the sum of the nonrecurring rate as set forth in Attachment A for the individual unbundled network elements that make up the combination. To the extent that a CLP seeks to obtain port/loop combinations of unbundled network elements that are Currently Combined or Ordinarily Combined in BellSouth's network but that are not priced in Attachment A, the CLP may purchase such unbundled network element combinations at the sum of the stand-alone recurring and nonrecurring prices of the unbundled network elements which make up the combination.

4.5 EEL Combinations

4.5.1 At the CLP's request, BellSouth shall provide access to Currently Combined and Ordinarily Combined EELs.

4.5.2 BellSouth will not make auditing a precondition to converting special access services provided by BellSouth to unbundled network elements; however, after the special access services have been converted to unbundled network elements, BellSouth may audit CLP records in order to verify the type of traffic being transmitted over loop/transport unbundled network element combinations. If, based on its audits, BellSouth concludes that a CLP is not providing a significant amount of local exchange traffic over the facilities; BellSouth may file a complaint with the Commission. CLP's requirements regarding certification of its provision of a significant amount of local exchange traffic and the definition of a "significant amount of local exchange traffic" shall be as set forth in the FCC's orders regarding same.

4.6 EELs

4.6.1 BellSouth will provide access to EELs to provide connectivity from an end user's location through that end user's SWC to CLP-1's POP serving wire center. The circuit must be connected to CLP-1's switch for the purpose of provisioning telephone exchange service to CLP-1's end-user customers. The EEL will be connected to CLP-1's facilities in CLP-1's collocation space at the POP SWC, or CLP-1 may purchase BellSouth's access facilities between CLP-1's POP and CLP-1's collocation space at the POP SWC.

4.7 Currently Combined and Ordinarily Combined EEL Offerings:

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

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

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

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

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

4.7.6 DS1 Interoffice Channel + DS1 Local Loop

4.7.7 DS3 Interoffice Channel + DS3 Local Loop

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

4.7.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

4.7.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

4.7.12 4-wire VG Interoffice Channel + 4-wire VG Local Loop

4.7.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

4.7.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

4.8 Rates for EELs

4.8.1 Recurring rates for Currently Combined and Ordinarily Combined EELs shall be as set forth in Attachment A. Nonrecurring rates for Currently Combined EELs shall be as set forth in Attachment A. Nonrecurring rates for Ordinarily Combined EELs shall be the sum of the nonrecurring rate as set forth in Attachment A for the individual elements that make up the EEL. To the extent that a CLP seeks to obtain EELs that are Currently Combined or Ordinarily Combined in BellSouth's network but that are not priced in Attachment A, the CLP may purchase such EELs at the sum of the stand-alone recurring and nonrecurring prices of the unbundled network elements which make up the EEL.

4.9 Assembly Points

4.9.1 Assembly Points are offered to provide competitive local exchange carriers (CLP's) the ability to combine unbundled network elements themselves within a BellSouth central office location, without requiring the CLP to own or control any telecommunications equipment. The assembly products will be offered for three service types:

- DS0 Assembly Point (immediate deployment)
- DS1 Assembly Point (immediate deployment)
- DS3 Assembly Point (future deployment)

4.9.2 Assembly Points will provide access to 2-wire and 4-wire DS0 unbundled network elements for CLPs to combine two network elements at a cross-connect point (Assembly Point) designated by BellSouth. Subject to

technical feasibility on a per location basis, BellSouth will offer access to DS1 and DS3 unbundled network elements at the designated DS1 or DS3 Assembly Point, respectively. BellSouth will supply all equipment required to access the unbundled elements. CLPs must supply any jumpers or patch cords to connect two elements at the Assembly Point and will not be permitted to install any equipment within the Assembly Point location. The CLP may not install any equipment within the Assembly Point area. The CLP may utilize portable test equipment for the purposes of testing unbundled network elements, but may not store this portable test equipment in the Assembly Point area.

4.9.3 The CLP must submit an Application and an application fee for access to an Assembly Point. The CLP must designate on its Assembly Point Application a forecast for a two-year period, designated by year. BellSouth will size the Assembly Point(s) according to forecast projections and will assign and designate facilities on a per request basis.

5. Operator Systems

5.1 Definition

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, customer 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.

5.2 Operator Service

5.2.1 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 customer 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.

5.2.2 Requirements

5.2.2.1 When CLP requests BellSouth to provide Operator Services, the following requirements apply:

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

5.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

5.2.2.1.3 BellSouth shall complete calls that are billed to an CLP customer's calling card that can be validated by BellSouth.

5.2.2.1.4 BellSouth shall complete person-to-person calls.

5.2.2.1.5 BellSouth shall complete collect calls.

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

5.2.2.1.7 BellSouth shall complete station-to-station calls.

5.2.2.1.8 BellSouth shall process emergency calls.

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

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

5.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

5.2.2.1.12 BellSouth will provide the ability for an CLP Customer to reach a "live" operator on a 0-call.

5.2.2.2 BellSouth shall adhere to equal access requirements, providing CLP local customers the same IXC access as provided to BellSouth customers.

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

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

5.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by CLP.

5.2.2.6 BellSouth shall provide an electronic feed of customer call records in "EMR" format to CLP in accordance with the time schedule designated by CLP.

5.2.3 Interface Requirements:

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of CLP, 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.

5.3 Directory Assistance Service

5.3.1 Definition

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

5.3.2 Requirements

5.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by CLP's customer, BellSouth shall provide caller-optional directory assistance call completion service to one of the provided listings, equal to that which BellSouth provides its customers. If not available, CLP may request such requirement pursuant to the Bona Fide Request Process.

5.3.2.2 Directory Assistance Service Updates

5.3.2.2.1 BellSouth shall update customer listings changes daily. These changes include:

5.3.2.2.1.1 New customer connections: BellSouth will provide service to CLP that is equal to the service it provides to itself and its customers;

5.3.2.2.1.2 Customer disconnections: BellSouth will provide service to CLP that is equal to the service it provides to itself and its customers; and

5.3.2.2.1.3 Customer address changes: BellSouth will provide service to CLP that is equal to the service it provides to itself and its customers;

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

6. Common Transport

6.1 Definition

Common Transport is an interoffice transmission path between BellSouth Network Elements (illustrated in Figure 2). Where BellSouth Network Elements are connected by intra-office wiring, such wiring is not provided as a part of the Network Elements. Common Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

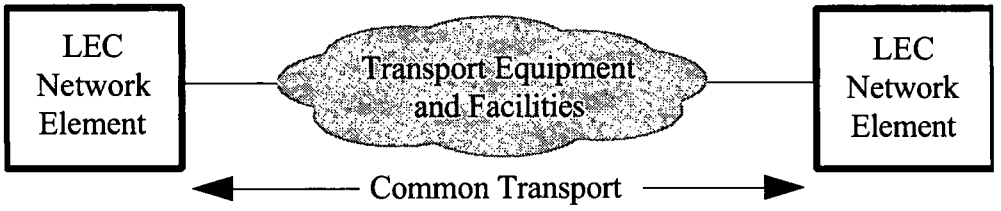


Figure 2

6.2 Technical Requirements

6.2.1 Common 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 technical reference set forth in Section 9.2.4.31 of this Attachment 2.

6.2.2 Common Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, Common Transport 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 technical reference set forth in Section 9.2.4.30 of this Attachment 2.

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

6.2.4 At a minimum, Common Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

6.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

6.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

6.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

6.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

6.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;

6.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;

6.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

6.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

6.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;

6.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

6.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;

6.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;

6.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

6.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

6.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

6.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

6.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

6.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;

6.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

6.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

6.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

6.2.4.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

6.2.4.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

6.2.4.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

6.2.4.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);

6.2.4.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;

6.2.4.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

6.2.4.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

6.2.4.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

7. Dedicated Transport

7.1 Definition

7.1.1.1 Dedicated transport that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and CLP-1 to a particular customer.

7.1.1.2 Unbundled Local Channel

7.1.1.3 Unbundled Local Channel is the dedicated transmission path between CLP-1's Point of Presence and the BellSouth Serving Wire Center's collocation.

7.1.1.4 Unbundled Interoffice Channel.

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

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

7.1.2.1 As capacity on a shared circuit.

7.1.2.2 As a circuit (e.g., DS1, DS3, STS-1) dedicated to CLP. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.

7.1.3 When Dedicated Transport is provided it shall include (as appropriate):

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

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

7.2 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

7.2.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (*e.g.*, DS1, DS3, STS-1) shall be dedicated to CLP designated traffic.

7.2.2 BellSouth shall offer Dedicated Transport in all technologies that become available including but not limited to, (1) DS0, DS1 and DS3 transport systems, and SONET point-to-point transport systems (including linear add-drop systems), at available transmission bit rates.

7.2.3 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 industry standards.

7.2.4 Where applicable, for DS3 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 technical references set forth in the industry standards.

7.2.5 When requested by CLP, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

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

7.2.6.1 DS0 Equivalent;

7.2.6.2 DS1 (Extended SuperFrame – ESF);

7.2.6.3 DS3 (signal must be framed);

7.2.6.4 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.

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

7.3 Unbundled Channelization

7.3.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in Attachment A to the SGAT.

7.3.2 Definition

7.3.3 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, CLP-1 can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).

7.3.3.1.1 Channelization capabilities will be as follows:

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

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

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

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

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

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

7.3.6 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.

7.3.7 Channelization may be incorporated within dedicated transport or ordered as a stand-alone capability, which requires either the high or low speed side to be connected to collocation.

8.0 Special Access Service Conversions

8.1 CLP-1 may not convert special access services to combinations of loop and transport network elements, whether or not CLP-1 self-provides its entrance facilities (or obtains entrance facilities from a third party), unless CLP-1 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 CLP-1 converts its special access services to combinations of loop and transport network elements at UNE prices, CLP-1, hereby, certifies that it is providing a significant amount of local exchange service over such combinations. BellSouth may, at its sole discretion, audit CLP-1 records in

order to verify the type of traffic being transmitted over combinations of loop and transport network elements. If, based on its audits, BellSouth concludes that CLP-1 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 CLP-1.

8.2 EEL combinations for DS1 level and above will be available only when CLP-1 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.

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

9. Signaling Link Transport

9.1 Definition

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

9.2 Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

9.2.5.1 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

9.2.5.2 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 Interface Requirements

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

10. Signaling Transfer Points (STPs)

10.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches. Figure 4 depicts Signaling Transfer Points.

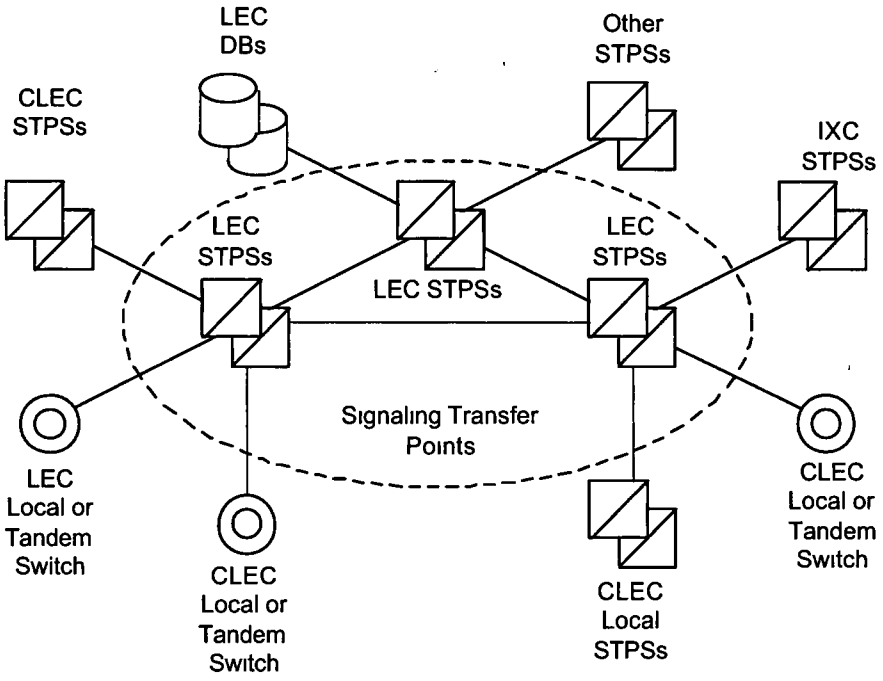


Figure 4

10.2 Technical Requirements

10.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

10.2.1.1 BellSouth Local Switching or Tandem Switching;

10.2.1.2 BellSouth Service Control Points/DataBases;

10.2.1.3 Third-party local or tandem switching

10.2.1.4 Third-party-provided STPSs.

10.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.,* transient messages). When 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.

10.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an CLP local switch and third party

local switch, 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 the CLP local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPSs.

10.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:

10.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,

10.2.4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and

10.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.

10.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in 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 BellSouth local or tandem switching system or data base, or is an CLP or third party local or tandem switching system directly connected to BellSouth SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination.

10.2.6 STPs shall also provide the capability to route SCCP messages based on ISNI, as defined in Bellcore ANSI Interconnection Requirements, when this capability becomes available on BellSouth STPSs.

10.2.7 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPSs. All OMAP functions will be on a "where available" basis and can include:

10.2.7.1 MTP Routing Verification Test (MRVT) and

10.2.7.2 SCCP Routing Verification Test (SRVT).

10.2.8 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an CLP 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 STPSs 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 STPSs, and if mutually agreed upon by CLP and BellSouth.

10.2.9 STPs shall be equal to or better than the following performance requirements:

10.2.9.1 MTP Performance, as defined in Bellcore ANSI Interconnection Requirements and

10.2.9.2 SCCP Performance, as defined in Bellcore ANSI Interconnection Requirements.

10.2.10 SS7 Advanced Intelligent Network (AIN) Access

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

SS7 AIN Access is the provisioning of AIN triggers in a BellSouth local switch and interconnection of the BellSouth SS7 network with the CLP SS7 network to exchange TCAP queries and responses with an CLP SCP.

10.2.10.2 When provided through the same mediation application, delay associated with BellSouth local switch queries to the CLP STP shall be equal to or shorter than the delay associated with queries to BellSouth STP.

10.2.10.3 BellSouth's STP's shall maintain global title translations necessary to direct AIN queries for select global title address and translation type values to the CLP SS7 network.

10.2.10.4 BellSouth STPs shall route mutually agreeable AIN responses from the CLP SCP via SS7 network interconnect to the local switch designated in the Signaling Connection Control Part (SCCP) called party address.

10.2.10.5 Network management controls resulting from an overload in elements not supporting CLP customers shall not affect queries to CLP SCPs.

10.2.10.6 When CLP selects SS7 AIN Access, BellSouth will provide access to provisioning processes to support interconnection of CLP's STPs.

10.2.10.7 STPs shall offer SS7 AIN Access in accordance with the requirements of the following technical references, as implemented in BellSouth's STPs:

10.2.10.7.1 GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network (AIN); and

10.2.10.7.2 GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service Using Advanced Intelligent Network (AIN).

10.3 Interface Requirements

10.3.1 BellSouth shall provide the following STPs options to connect CLP or CLP-designated local switching systems or STPSs to BellSouth SS7 network:

10.3.1.1 An A-link interface from CLP local switching systems; and,

10.3.1.2 A B-link interface from CLP local STPSs.

10.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

10.3.2.1 An A-link layer shall consist of two links, as depicted in Figure 6.

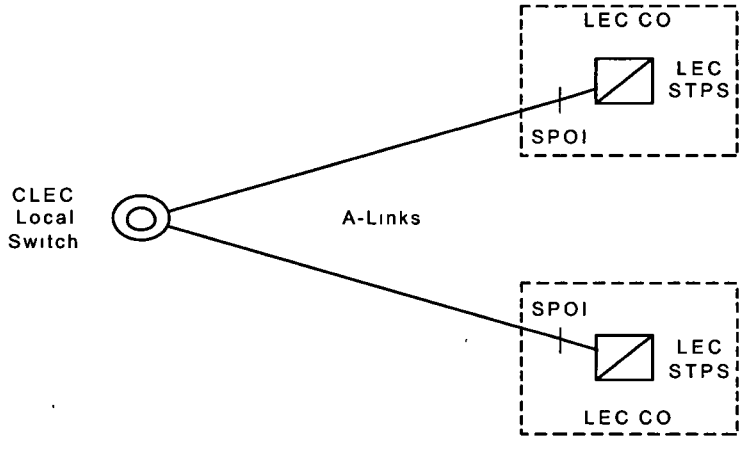


Figure 6. A-Link Interface

10.3.2.2 A B-link layer shall consist of four links, as depicted in Figure 7.

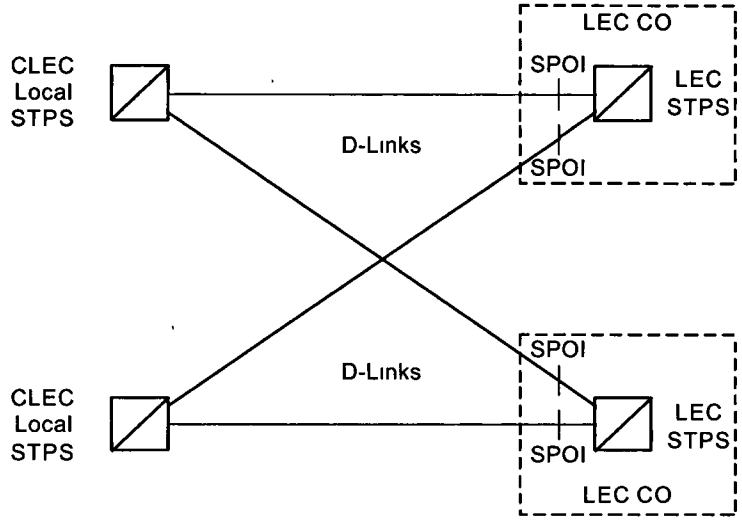


Figure 7. B-link Interface

10.3.3 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 STPS 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 CLP local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and CLP will work jointly to establish mutually acceptable SPOIs.

10.3.4 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 STPS. BellSouth and CLP will work jointly to establish mutually acceptable SPOIs.

10.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

10.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

10.3.5.2 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

10.3.6 Message Screening

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

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

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

10.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

10.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

10.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

10.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

10.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

10.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

10.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

10.4.7 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and

10.4.8 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

11. Service Control Points/DataBases

11.1 Definition

11.1.1 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, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

11.1.2 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.

11.2 Technical Requirements for SCPs/Databases

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 CLP in accordance with the following requirements.

11.2.1 BellSouth shall provide physical interconnection to SCPs through the SS7 network and protocols, with TCAP as the application layer protocol.

11.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. ISDN and X.25).

11.2.3 The reliability of interconnection options shall be consistent with industry standards for diversity and survivability.

11.2.4 Database Availability

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

11.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for CLP customer records stored in BellSouth databases within 24 hours, or sooner where BellSouth provisions its own customer records within a shorter interval.

11.3 Local Number Portability Database

11.3.1 Definition

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another.

11.4 Line Information Database (LIDB):

BellSouth will store in its LIDB only records relating to service in the BellSouth region.

11.4.1 Definition

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer 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 CCS network and other CCS networks. LIDB also interfaces to administrative systems.

11.4.2 Technical Requirements:

BellSouth also will offer to CLP any additional capabilities that are developed for LIBD during the life of this Agreement.

11.4.2.1 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable CLP to store in BellSouth's LIDB any customer Line

Number or Special Billing Number record, whether ported or not, for which the non-CLP dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB, except for numbers ported from a third party local services provider.

11.4.2.2 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable CLP to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, and CLP dedicated NPA-NXX or RAO-0/1XX Group Records, except for numbers ported from a third party local services provider.

11.4.2.3 Subsequent to the availability of a long-term solution for Local Number Portability, BellSouth shall enable CLP to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, regardless of the number's dedicated NPA-NXX or RAO[NXX]-0/1XX., except for numbers ported from a third party local services provider.

11.4.2.4 BellSouth shall perform the following LIDB functions (i.e., processing of the following query types) for CLP's customer records in LIDB:

11.4.2.4.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and

11.4.2.4.2 Calling Card Validation: If CLP chooses to offer Tel Line Number TLN and/or Special Billing Number (SBN credit cards, calling card validation will be supported for the CLP customer data in the LIDB.

11.4.2.5 BellSouth shall process CLP's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to CLP what additional functions (if any) are performed by LIDB in the BellSouth network.

11.4.2.6 Within two (2) weeks after a request by CLP, BellSouth shall provide CLP with a list of the customer data items which CLP 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.

11.4.2.7 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

11.4.2.8 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

11.4.2.9 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.

11.4.2.10 BellSouth shall provide CLP with the capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-0/1XX Group Records, and Line Number and Special Billing Number Records, associated with CLP customers, directly into the BellSouth's LIDB provisioning process. The capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-01/1XX Group records, and Line Number and Special Billing Number Records, associated with CLP customers will be provided by BellSouth's DBAC. Direct access into BellSouth's LIDB process is not currently available. Once Direct access becomes available with the appropriate security measures, BellSouth will offer such access to CLP. In the interim , BellSouth will provide access by electronic mail, facsimile or password-protected phone call (applicable to Group level NPA-NXX and RAO-01/1XX, updated within the same day if notification to BellSouth is received by 1:00 PM central time).

11.4.2.11 BellSouth shall maintain customer data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such customers shall not experience any interruption of service due to the lack of such maintenance of customer data. In the event that end user customers change their local services provider, BellSouth will use its best efforts to minimize service interruption in those situations where BellSouth has control over additions and deletions to the database as the LIDB provider.

11.4.2.12 All additions, updates and deletions of CLP data to the LIDB shall be solely at the direction of CLP. Such direction from CLP will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

11.4.2.13 BellSouth shall provide priority updates to LIDB for CLP data upon CLP'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.

11.4.2.14 BellSouth shall provide CLP with the capability to directly obtain, through an electronic interface, reports of all CLP data in LIDB. Such capability will be through the data migration format (FCIF Interface) that can be used to electronically obtain reports of CLP data in LIDB.

11.4.2.15 BellSouth shall provide LIDB systems such that no more than 0.01% of CLP customer records will be missing from LIDB, as measured by CLP audits. BellSouth will audit CLP records in LIDB against DBAS to identify record mis-matches and provide this data to a designated CLP contact person to

resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to CLP within one business day of audit. Once reconciled records are received back from CLP, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00 PM Central Time. If more than 500 records are received, BellSouth will contact CLP to negotiate a time frame for the updates, not to exceed three business days.

11.4.2.16 BellSouth shall perform backup and recovery of all of CLP'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.

11.4.2.17 BellSouth shall provide to CLP access to LIDB measurements and reports at least at parity with the capability that BellSouth has for its own customer records and that BellSouth provides to any other party. Electronic access shall be offered to CLP when it becomes available. Currently, BellSouth provides the following information from the Billing Measurements System summarized by Data Owner/Query Originator:

Calling Card Queries
Billed Number Screening Queries
Calling Card Successful
Calling Card Denied
Calling Card CCAN Service Denied
Calling Card Pin Match Field
Calling Card Record Not Found
Billed Number Screening Successful
Billed Number Screening Not Found
Group Not Found
BNS/C Processing Indicator Not Enabled
Group Status/Nonparticipating

As additional LIDB measurements and reports become available, such measurements and reports also will be provided to CLP.

11.4.2.18 BellSouth shall provide CLP with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reason time period as negotiated between CLP and BellSouth.

11.4.2.19 BellSouth shall prevent any access to or use of CLP 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 CLP in writing.

11.4.2.20 BellSouth shall provide CLP 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 CLP at least at parity with BellSouth Customer Data. BellSouth shall obtain from CLP the screening information associated with LIDB Data Screening of CLP 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 CLP under the Bona Fide Request process.

11.4.2.21 BellSouth shall accept queries to LIDB associated with CLP customer records, and shall return responses in accordance with industry standards.

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

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

11.4.2.24 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in industry standards.

11.4.3 Interface Requirements

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

11.4.3.1 The interface to LIDB shall be in accordance with the technical references contained herein.

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

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

11.5 Toll Free Number Database

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-

up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

11.5.1 Technical Requirements

11.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for CLP to query with a toll-free number and originating information.

11.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

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

11.5.1.3.1 Network Management;

11.5.1.3.2 Customer Sample Collection; and

11.5.1.3.3 Service Maintenance

11.5.2 Interface Requirements

The signaling interface between the CLP or other local switch and the Toll-Free Number database shall use the TCAP protocol, together with the signaling network interface as specified in the technical reference herein.

11.6 Automatic Location Identification/Data Management System (ALI/DMS)

The ALI/DMS Database contains customer information (including name, address, telephone information, and sometimes special information from the local service provider or customer) 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:

11.6.1 Technical Requirements

11.6.1.1 BellSouth shall offer CLP a data link to the ALI/DMS database or permit CLP to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS data base to CLP immediately after CLP inputs information into the ALI/DMS data base. Alternately, CLP may utilize

BellSouth, to enter customer information into the data base on a demand basis, and validate customer information on a demand basis.

11.6.1.2 The ALI/DMS database shall contain the following customer information:

11.6.1.2.1 Name;

11.6.1.2.2 Address;

11.6.1.2.3 Telephone number; and

11.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).

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

11.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local customer 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.

11.6.1.5 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.

11.6.2 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for CLP customers shall meet industry standards.

11.7 Directory Assistance Database

BellSouth shall make its directory assistance database available to CLP in order to allow CLP to provide its customers with the same directory assistance services BellSouth provides to BellSouth customers. BellSouth shall provide CLP with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by CLP and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and ALEC telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

11.8 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

11.8.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 199);

11.8.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);

11.8.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

11.8.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

11.8.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);

11.8.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and

11.8.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).

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

11.9.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide CLP the capability that will allow CLP and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

11.9.2 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 CLP. Scheduling procedures shall provide CLP equivalent priority to these resources

11.9.3 BellSouth SCP shall partition and protect CLP service logic and data from unauthorized access, execution or other types of compromise.

11.9.4 When CLP selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable CLP 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.

11.9.5 When CLP selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. CLP access will be provided via remote data connection (e.g., dial-in, ISDN).

11.9.6 When CLP selects SCE/SMS AIN Access, BellSouth shall allow CLP to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (*e.g.*, service customization and customer subscription).

12. Tandem Switching

12.1 Definition

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

12.2 Technical Requirements

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

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

12.2.1.2 Tandem Switching will provide screening as jointly agreed to by CLP and BellSouth;

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

12.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by CLP;

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

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

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

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

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

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

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

12.2.6 Upon a reasonable request from CLP, 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 CLP.

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

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

12.2.9 Tandem Switching shall route calls to BellSouth or CLP endpoints or platforms (e.g., operator services and PSAPs) on a per call basis as designated by CLP, where such routing is not available from the originating end office switch, to the extent such Tandem Switch has such capability. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by CLP and BellSouth. Such plans shall meet CLP requirements for routing calls through the local network.

12.2.10 Tandem Switching shall process originating toll-free traffic received from an CLP local switch.

12.2.11 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.

12.3 Interface Requirements

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

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

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

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

12.3.5 Tandem Switching shall provide an alternate final routing pattern for CLP traffic overflowing from direct end office high usage trunk groups.

12.4 Tandem Switching shall meet or exceed (i.e., be more favorable to CLP) each of the requirements for Tandem Switching set forth in the following technical references:

12.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;

12.4.2 GR-905-CORE covering CCSNIS;

12.4.3 GR-1429-CORE for call management features; and
GR-2863-CORE and GR-2902-CORE covering CCS AIN interconnection

13. DARK FIBER:

13.1.1 Definition

Dark Fiber is unused strands of optical fiber without mulitplexing, signal regeneration, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber also includes stands of optical fiber existing in aerial or underground cable which may have lightwave repeater

(regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

13.2 Requirements

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 CLP-1.

13.3 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at CLP-1's request subject to time and materials charges.

13.3.1 CLP may test the quality of the Dark Fiber to confirm its usability and performance specifications. BellSouth shall use its best efforts to provide to CLP 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 CLP ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to 45 days after Confirmation, BellSouth shall hold such requested Dark Fiber for CLP's use and may not allow any other party to use such media, including BellSouth.

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

13.4 Dark Fiber shall meet the manufacture's design specifications.

13.5 Additional Requirements for Dark Fiber

13.5.1 CLP may splice and test Dark Fiber obtained from BellSouth using CLP or CLP 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.

14. Additional Requirements

This Section 14 sets forth the additional requirements for unbundled Network Elements which BellSouth agrees to offer to CLP.

14.1.1 Requirements

BellSouth shall provide performance equal to or better than all of the requirements set forth in this Section 14.2.

14.2 Performance

14.2.1 Scope:

This section addresses performance requirements for Network Elements and Ancillary Functions to provide local service. It includes requirements for the reliability and availability of Network Elements and Ancillary Functions, and quality parameters such as transmission quality (analog and digital), and speed (or delay). In addition, an overview of service performance requirements is given.

14.2.1.1 The General Performance Requirements in this section apply to all aspects of Network Elements and Ancillary Functions. Additional requirements are given in this performance section and in the individual Network Elements sections.

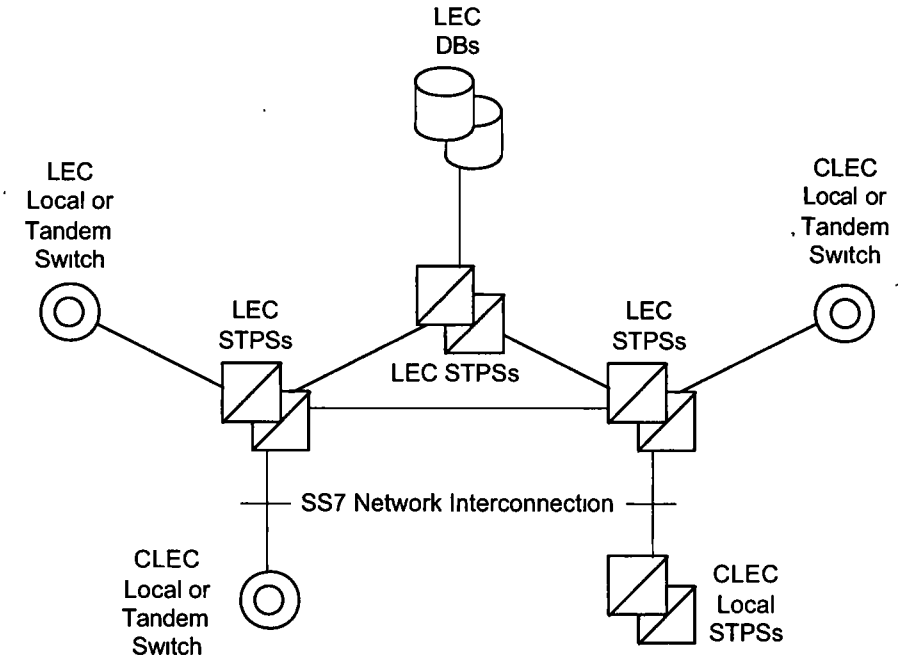
14.2.2 BellSouth shall work cooperatively with CLP to determine appropriate performance allocations across Network Elements.

14.2.2.1 BellSouth shall comply with the BellCore, ANSI, TIA/EIA, and IEEE technical standards regarding the performance of network elements and ancillary functions.

14.3 SS7 Network Interconnection

14.3.1 Definition

The figure below depicts Signaling System 7 (SS7) Network Interconnection. SS7 Network Interconnection is the interconnection of CLP local Signaling Transfer Point Switches (STPS) and CLP local or tandem switching systems with BellSouth STPSs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), CLP local or tandem switching systems, and other third-party switching systems directly connected the to BellSouth SS7 network.



SS7 Network Interconnection

14.3.2 Technical Requirements

14.3.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

14.3.2.1.1 BellSouth local or tandem switching systems;

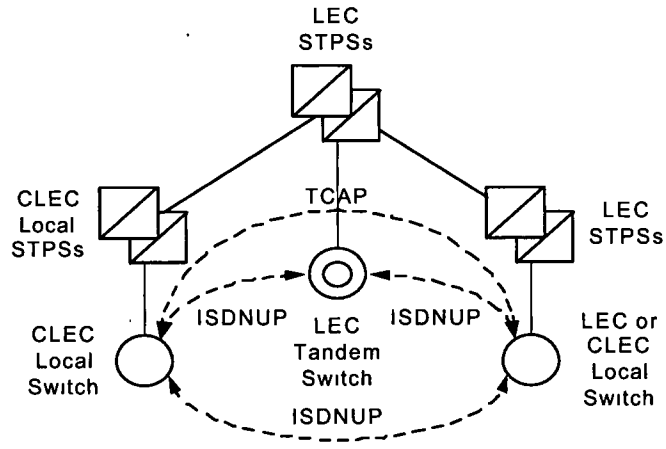
14.3.2.1.2 BellSouth DBs; and

14.3.2.1.3 Other third-party local or tandem switching systems.

14.3.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and CLP or other third-party switching systems with A-link access to the BellSouth SS7 network.

14.3.2.3 In particular the figure below depicts a circumstance where SS7 Network Interconnection shall provide transport for certain types of Transaction Capabilities Application Part (TCAP) messages. If traffic is routed based on dialed or translated digits between an CLP 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 CLP local STPSs and BellSouth or other third-party local switch.



Interswitch TCAP Signaling for SS7 Network Interconnection

14.3.2.4 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPSs, 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).

14.3.2.5 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111 (Reference 0.0.0). This includes:

14.3.2.5.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

14.3.2.5.2 Signaling Link functions, as specified in ANSI T1.111.3; and

14.3.2.5.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

14.3.2.6 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112 (Reference 0.0.0). 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 CLP local or tandem switching system, SS7 Network Interconnection shall

include intermediate GTT of messages to a gateway pair of CLP local STPSs, and shall not include SCCP Subsystem Management of the destination.

14.3.2.7 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113 (Reference 0.0.0).

14.3.2.8 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114 (Reference 0.0.0).

14.3.2.9 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPSs, SS7 Network Interconnection shall provide these functions of the OMAP.

14.3.2.10 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

14.3.2.10.1 MTP Performance, as specified in ANSI T1.111.6;

14.3.2.10.2 SCCP Performance, as specified in ANSI T1.112.5; and

14.3.2.10.3 ISDNUP Performance, as specified in ANSI T1.113.5.

14.3.3 Interface Requirements

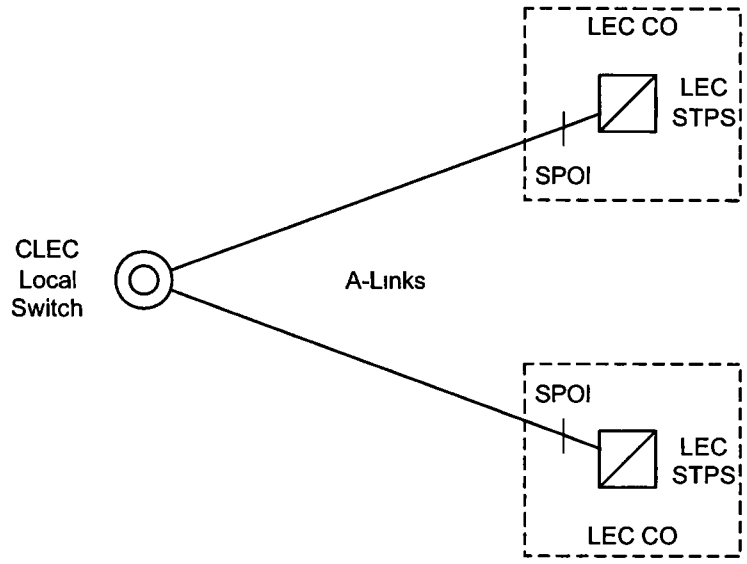
14.3.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect CLP or CLP-designated local or tandem switching systems or STPSs to the BellSouth SS7 network:

14.3.3.1.1 A-link interface from CLP local or tandem switching systems; and

14.3.3.1.2 B-link interface from CLP STPSs.

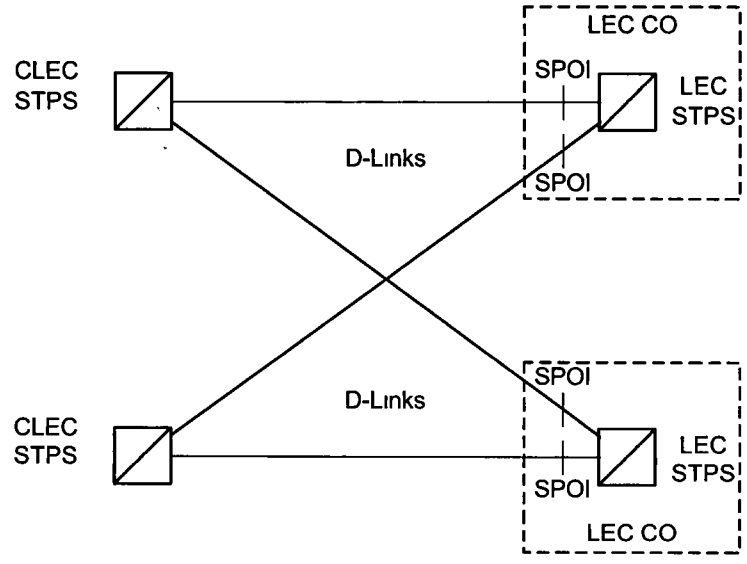
14.3.3.2 Each interface shall be provided by one or more sets (layers) of signaling links, as follows:

14.3.3.2.1 An A-link layer shall consist of two links, as depicted in the figure below.



A-Link Interface

14.3.3.2.2 A B-link layer shall consist of four links, as depicted in the figure below.



B-link Interface

14.3.3.3 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 the BellSouth STPS 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 CLP local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and CLP will work jointly to establish mutually acceptable SPOI.

14.3.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and the 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 STPS. BellSouth and CLP will work jointly to establish mutually acceptable SPOI.

14.3.3.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

14.3.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

14.3.3.5.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

14.3.3.5.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

14.3.3.5.4 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

14.3.3.6 BellSouth shall set message screening parameters to block accept messages from CLP local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the CLP switching system has a legitimate signaling relation.

14.3.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

14.3.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

14.3.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

14.3.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

14.3.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

14.3.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;

14.3.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);

14.3.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

14.3.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

14.3.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

14.3.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

14.3.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

14.3.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

14.3.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

14.3.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

14.4 Network Interconnection

14.4.1 Technical Requirements

14.4.1.1 When requested by CLP, BellSouth shall provide interconnections between BellSouth Network Elements provided to CLP and CLP's network at transmission rates designated by CLP, including, but not limited to DS1, DS3, and STS-1.

14.4.1.2 Traffic shall be combined and routed as follows:

14.4.1.2.1 BellSouth shall provide direct trunks for local and intraLATA traffic (except 911, directory assistance, operator services, and other services that may require special routing) and, at CLP's request, BellSouth shall allow CLP to route such traffic either directly to a BellSouth's tandem or directly to a BellSouth's end-office.

14.4.1.2.2 At CLP's request, BellSouth shall receive CLP traffic destined to BellSouth Operator Systems Network Element, on trunks from a CLP end-office or an CLP tandem.

14.4.1.2.3 At CLP's request, BellSouth shall receive CLP CAMA-ANI (Centralized Automatic Message Accounting - Automatic Number identification) traffic destined to BellSouth B911 PSAPs, or E911 tandems, on trunks from an CLP end-office.

14.4.1.3 When requested by CLP and authorized by a third party carrier, BellSouth shall provide interconnections between CLP's network, and the other carrier's network through BellSouth network at transmission rates designated by CLP, including, but not limited to DS1, DS3, and STS-1. BellSouth shall combine and route traffic to and from other local carriers and interLATA carriers through BellSouth network, and at CLP's request, BellSouth shall record and keep records of such traffic for CLP billing purposes.

14.4.1.4 The parties agree to implement the most efficient trunking arrangement to exchange all traffic unless otherwise agreed. For purposes of this Section, "most efficient" means the fewest number of trunks required to carry a forecasted load at P.01 grade of service. Initially, BellSouth and the CLP will provide one-way trunk groups for completion of BellSouth and CLP originated local and intraLATA traffic.

SGAT

Attachment D

LICENSE AGREEMENT

for

RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

Dated: _____

Between

BELLSOUTH TELECOMMUNICATIONS, INC.
(Licensor)

And

_____
(Licensee)

Licensee desires to conduct business in the following area(s):

☐ AL ☐ KY ☐ LA ☐ MS ☐ TN ☐ FL ☐ GA ☐ NC ☐ SC

or

☐ BellSouth Region

BELLSOUTH License Agreement Number - _____

SGAT

Attachment D

CONTENTS

RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Agreement, together with the terms and conditions of general applicability contained throughout this Agreement, sets forth the terms and conditions under which BellSouth shall afford to Licensee access to BellSouth's Poles, Ducts, Conduits and Rights of Way, pursuant to the Act.

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used herein, have the meanings set forth in this Section 1.

1.1 Anchor. The term Anchor refers to a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by BellSouth, as distinguished from Anchors which are owned and controlled by other persons or entities.

1.2 Anchor/Guy Strand. The term Anchor/Guy Strand refers to supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-pole guys.

1.3 Application The process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for BellSouth owned or controlled Facilities. Each Application is limited in size to a maximum of (1) 100 consecutive Poles or (2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.

1.4 Communications Act of 1934. The terms Communications Act of 1934 and Communications Act refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in 1.23 following.

1.5 Assigned. The term Assigned, when used with respect to Conduit or Duct space or Poles, refers to any space in such Conduit or Duct or on such Pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being Assigned.

1 6 Available. The term Available, when used with respect to Conduit or Duct space or Poles, refers to any usable space in such Conduit or Duct or on such Pole not assigned to a specific provider at the applicable time.

1 7 Conduit. The term Conduit means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.

1.8 Conduit Occupancy. The terms Conduit Occupancy and Occupancy refer to the presence of wire, cable, optical conductors, or other Facilities within any portion of BellSouth's Conduit System.

1.9 Conduit System. The term Conduit System refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Agreement, the term refers to Conduit Systems owned or controlled by BellSouth.

1 10 Cost. The term Cost as used herein refers to charges made by BellSouth to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in the Price Schedule of the General Terms and Conditions of BellSouth.

1 11 Duct. The term Duct refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Agreement, the term Duct includes Inner-Ducts created by subdividing a Duct into smaller channels.

1 12 Facilities. The terms Facility and Facilities refer to any property or equipment utilized in the provision of telecommunication services.

1.13 The acronym FCC refers to the Federal Communications Commission.

1.14 Handholes. The term Handhole refers to an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.

1.15 Inner-Duct. The term Inner-Duct refers to a pathway created by subdividing a Duct into smaller channels.

1.16 Joint User. The term Joint User refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of Facilities owned by each party to the Poles, Ducts, Conduits and Rights of Way owned by the other party.

1.17 Lashing. The term Lashing refers to the attachment of a Licensee's Sheath or Inner-Duct to a supporting strand.

1.18 License. The term License refers to any License issued pursuant to this Agreement and may, if the context requires, refer to Conduit Occupancy or Pole attachment Licenses issued by BellSouth prior to the date of this Agreement.

1 19 Licensee. The term Licensee refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its Facilities in BellSouth's Conduit System or attach its Facilities to BellSouth's Poles or Anchors.

1.20 Make-Ready Work. The term Make-Ready Work refers to all work performed or to be performed to prepare BellSouth's Conduit Systems, Poles or Anchors and related Facilities for the requested occupancy or attachment of Licensee's Facilities. Make--Ready work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate Licensee's Facilities and not to meet BellSouth's business needs or convenience. Make--Ready work may require "dig-ups" of existing Facilities and may include the repair, enlargement or modification of BellSouth's Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of Licensee's Facilities.

1 21 Manhole. The term Manhole refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.

1.22 Occupancy. The term Occupancy shall refer to the physical presence of telecommunication Facilities in a Duct, on a Pole, or within a Right of Way.

1.23 Person Acting on Licensee's Behalf. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on Licensee's Behalf, personnel performing work on Licensee's behalf, and similar terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.

1 24 Person Acting on BellSouth's Behalf. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.

1 25 Pole. The term Pole refers to both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by BellSouth, and does not include utility Poles or Anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

1.26 Pole Attachment Act. The terms Pole Attachment Act and Pole Attachment Act of 1978 refer to those provisions of the Communications Act of 1934, as amended; now codified as 47 U.S.C. § 224.

1.27 Pre-License Survey. The term Pre-License Survey refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate Licensee's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate Licensee's Facilities.

1.28 Right of Way (ROW). The term Right of Way/Rights of Way refer(s) to the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.29 Sheath. The term Sheath refers to a single outer covering containing communications wires, fibers, or other communications media.

1.30 Spare Capacity. The term Spare Capacity refers to any Poles, Conduit, Duct or Inner-Duct not currently assigned or subject to a pending Application for attachment/occupancy. Spare Capacity does not include an Inner-Duct (not to exceed one Inner-Duct per party) reserved by BellSouth, Licensee, or a Third Party for maintenance, repair, or emergency restoration.

1 31 State. When capitalized, the term State (as used in terms such as this State) refers to the State of Georgia.

1.32 Third Party. The terms Third Party and Third Parties refer to persons and entities other than Licensee and BellSouth. Use of the term Third Party does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

2. SCOPE OF AGREEMENT

2.1 Undertaking of BellSouth. BellSouth shall provide Licensee with equal and nondiscriminatory access to Pole space, Conduits, Ducts, and Rights of Way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such Facilities to Licensee because of the potential or forecasted needs of itself or other parties.

2 2 Attachments and Occupancies Authorized by this Agreement. BellSouth shall issue one or more Licenses to Licensee authorizing Licensee to attach Facilities to BellSouth's owned or controlled Poles and to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights of Way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.

2 2.1 Unless otherwise provided herein, authority to attach Facilities to BellSouth's owned or controlled Poles, to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights of Way shall be granted only in individual Licenses granted under this Agreement and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Agreement.

2.2.2 Licensee agrees that its attachment of Facilities to BellSouth's owned or controlled Poles, occupancy of BellSouth's owned or controlled Conduits, Ducts or Rights of Way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such Licenses.

2.2.3 Licensee may not sublease or otherwise authorize any Third Party to use any part of the BellSouth Facilities licensed to Licensee under this Agreement, except that Licensee may lease its own Facilities to Third Parties, or allow affiliates to overlash cables to Licensee cables. Notwithstanding the above, upon notice to BellSouth, Licensee may permit Third Parties who have an agreement with BellSouth to overlash to existing Licensee attachments in accordance with the terms and conditions of such Third Party's agreement with BellSouth, and Licensee may lease dark fiber to a Third Party.

2.3 Licenses. Subject to the terms and conditions set forth in this Agreement, BellSouth shall issue to Licensee one or more Licenses authorizing Licensee to place or attach Facilities in or to specified Poles, Conduits, Ducts or Rights of Way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a License Application if BellSouth determines that the Pole, Conduit or Duct space specifically requested by Licensee is necessary to meet BellSouth's present needs, or is Licensed by BellSouth to another Licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail the reasons for denying Licensee's request. BellSouth shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which Licensee's Facilities will enter and exit BellSouth's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the Conduit System.

2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Licensee access to and use of all associated Rights of Way to any sites where BellSouth's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of BellSouth's owned or controlled Conduit Systems are located.

2.4.1 BellSouth shall provide Licensee with access to and use of such Rights of Way to the same extent and for the same purposes that BellSouth may access or use such Rights of Way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any agreement with a Third Party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

2.4 2 Where BellSouth notifies Licensee that BellSouth's agreement with a Third Party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Licensee's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Licensee. Licensee agrees to reimburse BellSouth for the reasonable and demonstrable Costs incurred by BellSouth in obtaining such rights for Licensee.

2.4 3 In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Licensee in accordance with 2.4.2, or, in the case where Licensee elects not to invoke its rights under 2.4.1 or 2.4.2, Licensee shall be responsible for obtaining such permission to access and use such Rights of Way. BellSouth shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any Third Party assignment of ROW's to Licensee.

2 4.4 Where BellSouth has any ownership or Rights of Way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Licensee through a License or other attachment.

2 4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install Licensee equipment and Facilities; and

2.4.4.2 Ingress and egress to such space.

2 4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Agreement nor any License granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private Rights of Way, and nothing contained in this Agreement or in any License granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private Rights of Way.

2 5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Agreement or in any License issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which Licensee has attached or placed Facilities pursuant to Licenses issued under this Agreement provided however that BellSouth shall give Licensee reasonable advance written notice of such intent to convey.

2 6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

2.6 1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own Facilities within BellSouth's Conduits, Ducts or rights-of way or any of BellSouth's Facilities attached to BellSouth's Poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2 6 2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in BellSouth's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Licensee's Pole attachment, Conduit Occupancy or ROW use, rights provided by Licenses issued pursuant to this Agreement.

2 7 No Effect on Licensee's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

2 7.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within BellSouth's Conduits, Ducts or Rights of Way or its Facilities attached to BellSouth's Poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

2 7.2 To enter into new agreements or arrangements with other persons or entities permitting Licensee to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or Rights of Way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Licensee's obligations under Licenses issued pursuant to this Agreement.

2 8 No Right to Interfere with Facilities of Others. The provisions of this Agreement or any License issued hereunder shall not be construed as authorizing either party to this Agreement to rearrange or interfere in any way with any of the other party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Agreement or any License issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

2 8.1 Licensee acknowledges that the Facilities of persons or entities other than BellSouth and Licensee may be attached to or occupy BellSouth's Poles, Conduits, Ducts and Rights of Way.

2.8 2 BellSouth shall not attach, or give permission to any third parties to attach Facilities to, existing Licensee Facilities without Licensee's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Licensee Facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.

2.8.3 With respect to Facilities occupied by Licensee or the subject of an Application for attachment by Licensee, BellSouth will give to Licensee 60 days' written notice for Conduit extensions or reinforcements, 60 days' written notice for Pole line extensions, 60 days' written notice for Pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such Facilities or of BellSouth's intention not to maintain or use any existing Facility. Where BellSouth elects to abandon or remove BellSouth Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with BellSouth to transfer (purchase agreement) ownership from BellSouth to new party, subject to then-existing licenses pertaining to such Facilities. If no party elects to maintain such Facilities, all parties will be required to remove their existing Facilities within ninety (90) days of written notice from BellSouth. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by Licensee or the subject of an Application for attachment by Licensee, BellSouth will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated Facility need of Licensee.

2.8.4 Upon request and at Licensee's expense, BellSouth shall remove any retired cable from Conduit Systems to allow for the efficient use of Conduit space within a reasonable period of time. BellSouth retains salvage rights on any cable removed. It order to safeguard its structures and Facilities, BellSouth reserves the right to remove retired cables and is under no obligation to allow Licensee the right to remove such cables. Based on sound engineering judgement, there may be situations where it would neither be feasible nor practical to remove retired cables.

2 9 Assignment of Space. Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by BellSouth on an equal basis to BellSouth, Licensee and other telecommunication service providers.

3. REQUIREMENTS AND SPECIFICATIONS

3.1 Published Standards Incorporated in this Section by Reference. Licensee agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :

3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";

3.1.2 The National Electrical Code (NEC); and

3.1.3 The National Electrical Safety Code (NESC).

3.2 Changes in Published Standards. Licensee agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Article 3.1 of this Agreement if required by law to do so or upon the mutual agreement of the parties.

3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Article 3.1 above, Licensee's Facilities placed in BellSouth's Conduit System shall meet all of the following electrical design specifications:

3.3.1 No Facility shall be placed in BellSouth's Conduit System in violation of FCC regulations.

3.3 2 Licensee's Facilities placed in BellSouth's Conduit System shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.

3.3.3 Licensee's Facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.

3.3.4 No coaxial cable of Licensee shall occupy a Conduit System containing BellSouth's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.

3.3.5 Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal Sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new Facilities shall be compatible with the other party's Facilities so as not to damage any Facilities of the other party by corrosion or other chemical reaction.

3 4 Additional Physical Design Specifications. Licensee's Facilities placed in BellSouth's Conduit System must meet all of the following physical design specifications:

3 4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's Conduit or Ducts.

3 4.2 The integrity of BellSouth's Conduit System and overall safety of BellSouth's personnel and other personnel working in BellSouth's Conduit System requires that "dielectric cable" be required when Licensee's cable Facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying Facility of a power utility.

3.4 3 New construction splices in Licensee's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.

3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Licensee's Conduit to BellSouth's Conduit System.

3 5.1 Licensee will be permitted to connect its Conduit or Duct only at the point of a BellSouth Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Licensee Facilities will be performed by Licensee or its contractor at Licensee's expense. In no event shall Licensee or its contractor "core bore" or make any other modification to BellSouth Manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.

3.5 2 BellSouth may monitor, at Licensee's expense, the entrance and exit of Licensee's Facilities into BellSouth's Manholes and the placement of Licensee's Facilities in BellSouth's Manholes.

3.5.3 If Licensee constructs or utilizes a Duct connected to BellSouth's Manhole, the Duct and all connections between that Duct and BellSouth's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's Conduit System. If Licensee's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's Conduit System.

3 6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Licensee access to BellSouth's Conduit Systems may be performed by BellSouth at Licensee's expense at charges which represent BellSouth's actual Costs. Alternatively (at Licensee's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that Licensee, its contractors, and other persons acting on Licensee's behalf will perform work for Licensee (e.g., splicing Licensee's Facilities) within BellSouth's Conduit System. Licensee represents and warrants that neither Licensee nor any Person Acting on Licensee's Behalf shall permit any person to climb or work on or in any of BellSouth's Poles or to enter BellSouth's Manholes or work within BellSouth's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.

3.6.1 Licensee's Facilities within BellSouth's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in 5.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's Facilities.

3 6 2 Rodding or clearing of Ducts in BellSouth's Conduit System shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Licensee may contract with BellSouth for performance of such work or (at Licensee's option) with a contractor who demonstrates compliance with BellSouth certification requirements.

3 6 3 Personnel performing work on BellSouth's or Licensee's behalf in BellSouth's Conduit System shall not climb on, step on, or otherwise disturb the other party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of BellSouth's Conduit System.

3.6 4 Personnel performing work on BellSouth's or Licensee's behalf within BellSouth's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable Sheathing and other materials brought by them to the work site.

3 6.5 All of Licensee's Facilities shall be firmly secured and supported in accordance with BellCore and industry standards.

3 6 6 Identification of Facilities in Conduit/Manholes. Licensee's Facilities shall be plainly identified with Licensee's name in each Manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own Facilities.

3.6.6.1 Identification of Pole Attachments. Licensee's Facilities attached to BellSouth Poles shall be plainly identified with Licensee's name firmly affixed at each Pole by a permanent tag that meet industry standards.

3 6.7 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by a vendor approved by BellSouth in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.

3.6 8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

3.6.9 Any leak detection liquid or device used by Licensee or personnel performing work on Licensee's Facilities within BellSouth's Conduit System shall be of a type approved by BellSouth or BellCore.

3.6.10 When Licensee or personnel performing work on Licensee's behalf are working within or in the vicinity of any part of BellSouth's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled Rights of Way, Licensee and all personnel performing work on Licensee's behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. BellSouth shall have no responsibility for the safety of personnel performing work on Licensee's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Licensee's activities on, in or in the vicinity of BellSouth's Poles or Conduit System if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any personnel performing work on Licensee's behalf, which suspension shall cease when the condition has been rectified.

3 6 11 Except for protective screens, no temporary cover shall be placed by Licensee or personnel performing work on Licensee's behalf over an open Manhole unless it is at least four feet above the surface level of the Manhole opening.

3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's Manholes, in any other portion of BellSouth's Conduit System, or within 10 feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

3.6.13 Artificial lighting, when required, will be provided by Licensee. Only explosion-proof lighting fixtures shall be used.

3.6.14 Neither Licensee nor personnel performing work on Licensee's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's Conduit System (including any Manhole) during work operations performed within or in the vicinity of BellSouth's Conduit System.

3.6.15 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's Manholes, in any other portions of BellSouth's Conduit System, or within 10 feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's Manholes and the authority of BellSouth personnel present when work on Licensee's behalf is being performed within or in the vicinity of BellSouth's Conduit System.

3 7.1 BellSouth's Manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

3.7.2 Licensee shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's Manholes.

3.7 3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.

3 7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within BellSouth's Conduit System in a safe and workmanlike manner.

3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, BellSouth's employee or agent shall have the authority to suspend Licensee's work operations within BellSouth's Conduit System if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.

3 8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Licensee agrees that:

3 8.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

3.8 2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder;

3 8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and

3 8 4 Licensee (and any Person Acting on Licensee's Behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's Poles or Conduit System to BellSouth.

3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter BellSouth's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a Conduit for which Licensee has applied for or holds a License, BellSouth will promptly notify Licensee of such fact.

Notwithstanding any of BellSouth's notification requirements in this Attachment, Licensee acknowledges that some of BellSouth's Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Until proven otherwise, Licensee will presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Licensee or personnel performing work on Licensee's behalf that BellSouth's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its Conduit Facilities. Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

3 9.1 Licensee's Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U S.C §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

3.9.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

3.9.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner

3.9.4 Licensee and all personnel performing work on Licensee's behalf shall comply with such standards and practices as BellSouth and Licensee may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Licensee nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth Manhole or other Conduit Facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.

3.10 Compliance with Other Governmental Requirements. Licensee agrees that its Facilities attached to BellSouth's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.

3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3, the most stringent standard or specification shall apply.

3.12 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to Licensee to inspect or monitor the condition of Licensee's Facilities (including but not limited to splices and other Facilities connections) located within BellSouth's Conduit and Ducts or any attachment of Licensee's Facilities to BellSouth's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. BellSouth may, however, conduct such inspections and audits of its Poles and Conduit System as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Agreement; and (2) inspection of Licensee Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by Licensee. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent Facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.

3 13 Efficient use of Conduit. BellSouth will install Inner-Ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-Ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-Ducts which can reasonably be installed will be determined by BellSouth.

4. ADDITIONAL LEGAL REQUIREMENTS

4 1 Third Party Property Owners. Licenses granted under this Section authorize Licensee to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

4.1.1 Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's Poles or Conduit System, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

4.2 Required Permits, Certificates and Licenses. Licensee shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.

4.2.1 Licensee shall not attach or place its Facilities to or in BellSouth's Poles, Conduit or Duct located on any property for which it or BellSouth has not first obtained all required authorizations.

4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's Pre-License Survey work.

4.3 Lawful Purposes. All Facilities placed by Licensee in BellSouth's Conduit and Ducts or on BellSouth's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of Licensee's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Licensee shall not utilize any Facilities occupying or attached to BellSouth's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

5. FACILITIES AND LICENSES

5.1 Licenses Required. Before placing any Facilities in BellSouth's Conduits or Ducts or attaching any Facilities to BellSouth's Poles, Anchors or Anchor/Guy Strands, Licensee must first apply for and receive a written License from BellSouth.

5.2 Provision of Records and Information to Licensee. In order to obtain information regarding Facilities, Licensee shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, BellSouth shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth Poles, Conduit and right-of-way located within the geographic area specified by Licensee. Provision of information under the terms of this section shall include the right of Licensee employees or agents to inspect and copy engineering records or drawings which pertain to those Facilities within the geographic area identified in Licensee's request. Such inspection and copying shall be done at a time and place listed in Appendix II of this agreement.. The Costs of producing and mailing copies of records, which are to be paid by Licensee, are on an individual case basis. The components which make up the total Costs are actual:

1) BellSouth employee Costs based on the time spent researching, reviewing and copying records

2) Copying Costs

3) Shipping Costs

5.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and Right of Way. In providing such records and information, BellSouth assumes no liability to Licensee or any Third Party for errors/omissions contained therein.

5.4 Determination of Availability. BellSouth shall provide Pole, Conduit and right-of-way availability information in response to a request from Licensee which identifies with reasonable specificity the Facilities for which such information is desired. Licensee may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and BellSouth shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey. Licensee employees or agents shall be permitted to enter BellSouth Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Licensee's expense.

5 5 Assignment of Conduit, Duct and Pole Space. BellSouth shall not unreasonably deny or delay issuance of any License and, in any event, BellSouth shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.

5.5.1 No Make-Ready Work Required. If BellSouth determines that no Make-Ready Work is required, BellSouth shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) business days after the determination has been made that no Make-Ready Work is required, but in no event later than 45 days after BellSouth receives Licensee's Application, which period shall exclude any time BellSouth is awaiting a response from Licensee.

5.5.2 Make-Ready Work Required. If Make-Ready Work is to be performed by BellSouth, such available space shall remain in effect until make-ready costs are presented to Licensee and approval by Licensee pursuant to the time frames herein stated in 6.2. If Licensee approves BellSouth's make-ready costs, Licensee shall have twelve (12) months from the date of Application approval to install its Facilities.

If Licensee rejects BellSouth's costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if Licensee elects from the time of Application to perform the Make-Ready Work itself or through a contractor, Licensee shall install its Facilities within twelve (12) months from the date that Licensee informs BellSouth that Licensee will perform Make-Ready Work. In the event Licensee does not install its Facilities within the time frames set out in this Section 5.5, the assignment shall be void and such space shall become available.

6. MAKE-READY WORK

6.1 Work Performed by BellSouth. If performed by BellSouth, Make-Ready Work to accommodate Licensee's Facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

6.1.1 If Licensee desires Make-Ready Work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges.

6.2 All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. BellSouth will begin Make-Ready Work required to accommodate Licensee after receipt of Licensee's make-ready payment.

6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of Make-Ready Work by BellSouth, Licensee at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Licensee may not employ a contractor to accomplish Make-Ready Work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement. In accordance with section 3.6.7, all Manhole pumping and purging shall be performed by a vendor approved by BellSouth.

6.4 Completion of Make-Ready Work. BellSouth will issue a License to Licensee at the time all Make-Ready Work necessary to Licensee's attachment or occupancy has been completed.

7. APPLICATION FORM AND FEES

7.1 Application Process. To apply for a License under this Attachment, Licensee shall submit the appropriate BellSouth administrative form(s), per Exhibit 2, (two (2) sets of each and either a route map specifically indicating Licensee desired route or engineered drawings are to be included). Licensee has the option of (1) requesting copies of BellSouth records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a make-ready estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey has determined that Make-Ready Work is not required. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule as set forth below in Section 10. BellSouth will process License Applications in the order in which they are received; provided, however, that when Licensee has multiple Applications on file with BellSouth, Licensee may designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such applications

BellSouth will process License Applications in the order in which they are received; provided, however, that when Licensee has multiple Applications on file with BellSouth, Licensee may designate its desired priority of completion of pre-licenses and Make-Ready Work with respect to all such Applications.

7.1.1 Each Application for a License under this Section shall specify the proposed route of Licensee's Facilities and identify the Conduits and Ducts or Poles and Pole Facilities along the proposed route in which Licensee desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which Licensee desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which Licensee desires to attach to each Pole.

7.1.2 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 10.1 of this Agreement, and an indication of whether Licensee will, at its option, perform its own Make-Ready Work.

7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Licensee may include multiple cables in a single License Application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable Sheath. Licensee's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by Licensee's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if Licensee desires to lash additional cable to existing Facilities of a Third Party, Licensee shall provide BellSouth with reasonable notice, and shall obtain written permission from the owner of the existing Facilities. If BellSouth determines that the requested Lashing would violate safety or engineering requirements, BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail BellSouth's findings. If Licensee desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, Licensee must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to BellSouth Poles.

7.3 Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing Licenses and Applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

	Notices	Billing Address
To Licensee as follows		
Contact		
Title		
Company		
Address		
Address		
City, State, and Zip Code		
Telephone		
Facsimile		
with a copy to		
and to Licensor as follows		
Contact	Arthur B. Williams	
Title	Manager	
Company	BellSouth Telecommunications, Inc.	
Address	North W3D2	
Address	3535 Colonnade Parkway	
City, State, and Zip Code	Birmingham, AL 35243	
Telephone	(205) 977-5068	
Facsimile	(205) 977-7997	

8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)

8.1 Licensee's Priorities. When Licensee has multiple Applications on file with BellSouth, Licensee shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

8.2 Prelicense Survey. After Licensee has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate Licensee's Facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of BellSouth's Conduit System or Facilities attached to BellSouth's Pole or placed within or connected to BellSouth's Conduit System. If Pre-License Survey is to be conducted by BellSouth, BellSouth will provide Licensee a Cost, based on its review of Licensee's Application request, to perform the Pre-License Survey. BellSouth will submit to Licensee Costs to complete the Pre-License Survey; after receipt of Licensee's payment of Pre-License Survey Costs, BellSouth will schedule the survey. If Licensee gives its prior written consent in writing, the determination of Duct availability may include the rodding of Ducts at Licensee's expense.

8.2.1 The purpose of the Pre-License Survey is to determine whether Licensee's proposed attachments to BellSouth's Poles or occupancy of BellSouth's Conduit and Ducts will substantially interfere with use of BellSouth's Facilities by BellSouth and others with Facilities occupying, connected or attached to BellSouth's Pole or Conduit System; and to provide information to Licensee for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or Right-of-Way is suitable for its use.

8.2.2 Based on information provided by BellSouth, Licensee shall determine whether BellSouth's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet Licensee's needs.

8.2.3 BellSouth may not unreasonably refuse to continue to process an Application based on BellSouth's determination that Licensee's proposed use of BellSouth's Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. Licensee shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Licensee acknowledges that BellSouth is not explicitly or implicitly warranting to Licensee that Licensee's proposed use of BellSouth's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

8.3 Administrative Processing. The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other Licensed Facilities) will be performed by BellSouth at Licensee's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

9. ISSUANCE OF LICENSES

9.1 Obligation to Issue Licenses. BellSouth shall issue a License to Licensee pursuant to this Article 5.1. BellSouth and Licensee acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which Licensee may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each License issued hereunder shall be for an indefinite term, subject to Licensee's compliance with the provisions applicable to such License and further subject to Licensee's right to terminate such License at any time for any reason upon at least thirty (30) days' prior written notice.

9.1.1 Issuance of Licenses When No Make-Ready Work is Required Moved to 5.5.1.

9.2 Multiple Applications. Licensee acknowledges that multiple parties including BellSouth may seek to place their Facilities in BellSouth's Conduit and Ducts or make attachments to Poles at or about the same time, that the Make-Ready Work required to prepare BellSouth's Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant, that issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or right-of-way.

9 2.1 All Applications will be processed on a first-come, first-served basis.

9.3 Agreement to Pay for All Make-Ready Work Completed. Licensee's submission of written authorization for Make-Ready Work shall also constitute Licensee's agreement to pay additional cost-based charges, if any, for completed Make-Ready Work.

9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Licensee shall make arrangements with the owners of other Facilities located in or connected to BellSouth's Conduit System or attached to BellSouth's Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or attachment of Licensee's Facilities in or to BellSouth's structures.

9.5 Make-Ready Work on an Expedited Basis. If Licensee is willing to authorize BellSouth to perform Make-Ready Work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges, if any. All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. After receipt of payment, BellSouth will schedule the work for completion.

9.6 License. When Licensee's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, BellSouth will execute and return a signed authorization to Licensee, as appropriate, authorizing Licensee to attach or place the specified Facilities on BellSouth's Poles or in BellSouth's Conduit or Ducts.

9 6.1 Each License issued under this Section shall authorize Licensee to attach to BellSouth's Poles or place or maintain in BellSouth's Conduit or Ducts only those Facilities specifically described in the License, and no others.

9.6.2 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

10. CONSTRUCTION OF LICENSEE'S FACILITIES

10.1 Construction Schedule. Licensee shall submit with Licensee's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting Licensee to attach Facilities to BellSouth's Poles or place Facilities in BellSouth's Conduit or Ducts, Licensee shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:

10 1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;

10.1 2 The names of each contractor and subcontractor which will be involved in the construction activities;

10.1 3 The estimated dates when construction will begin and end; and

10.1 4 The approximate dates when Licensee or persons acting on Licensee's behalf will be performing construction work in connection with the placement of Licensee's Facilities in BellSouth's Conduit or Ducts.

10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Licensee places Facilities in BellSouth's Conduit System:

10.2.1 Licensee shall give written notice of the type of Facilities which are to be placed; and

10.2 2 BellSouth shall designate the particular Duct or Ducts or inner ducts (if Available) to be occupied by Licensee's Facilities, the location and manner in which Licensee's Facilities will enter and exit BellSouth's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the Conduit System. Licensee may not occupy a Duct other than the specified Duct without the express written consent of BellSouth. BellSouth shall provide to Licensee space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any Facilities for Licensee or to attach Licensee's Facilities to, or place Licensee's Facilities in, BellSouth's Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.

10.4 Licensee Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by Licensee and BellSouth, Licensee shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in BellSouth's Poles, Conduit or Ducts at Licensee's sole Cost and expense. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's Pole, in any part of BellSouth's Conduit System or in the vicinity of BellSouth's Poles or Conduit System.

10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Licensee shall construct its Facilities in accordance with the provisions of this Section and all Licenses issued hereunder.

10.5.1 Licensee shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Agreement.

10.5.2 Licensee shall satisfy all Legal Requirements set forth above in this Agreement.

10.5.3 Licensee shall not permit any Person Acting on Licensee's Behalf to perform any work on BellSouth's Poles or within BellSouth's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If Licensee or any person working on Licensee's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, Licensee shall notify BellSouth of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.

10.6 Construction Notices. If requested to do so, Licensee shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.

10.7 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each Pole or Anchor to be occupied by Licensee's Facilities. When the Facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.

10.8 Manhole and Conduit Break-Outs. Licensee shall be permitted to add Conduit ports to BellSouth Manholes when existing Conduits do not provide the pathway connectivity needed by Licensee; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.

10.9 Completion of Licensee Construction. For each Licensee attachment to or occupancy within BellSouth Facilities, Licensee will provide to BellSouth's single-point of contact (within 20 days of Licensee construction-complete date) a complete set of actual placement drawings for posting to BellSouth records.

11. USE AND ROUTINE MAINTENANCE OF LICENSEE'S FACILITIES

11.1 Use of Licensee's Facilities. Each License granted under this Section authorizes Licensee to have access to Licensee's Facilities on or in BellSouth's Poles, Conduits and Ducts as needed for the purpose of serving Licensee's customers, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.

11.2 Routine Maintenance of Licensee's Facilities. Each License granted under this Section authorizes Licensee to engage in routine maintenance of Licensee's Facilities located on or in BellSouth's Poles, Conduits, Ducts and ROW pursuant to such License. Licensee shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Licensee shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's Conduit System.

11.3 Licensee Responsible for Maintenance of Licensee's Facilities. Licensee shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Agreement) and all Licenses issued hereunder. Licensee shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Licensee's Facilities and for directing the activities of all persons acting on Licensee's behalf while they are physically present on BellSouth's Poles, within BellSouth's Conduit System or in the immediate vicinity of such Poles or Conduit System.

11.4 BellSouth Not Responsible for Maintaining Licensee's Facilities. BellSouth shall have no obligation to maintain any Facilities which Licensee has attached or connected to, or placed in, BellSouth's Poles, Conduits, Ducts or any portion of BellSouth's Conduit System, except to the extent expressly provided by the provisions of this Section or any License issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

11.5 Information Concerning the Maintenance of Licensee's Facilities. Promptly after the issuance of a License permitting Licensee to attach Facilities to, or place Facilities in BellSouth's Poles, Conduits or Ducts, Licensee shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Licensee's Facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Licensee's Facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Licensee's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Licensee's Facilities as reasonably necessary to demonstrate that Licensee and all persons acting on Licensee's behalf are complying with the requirements of this Section and Licenses issued hereunder.

11.6 Identification of Personnel Authorized to Have Access to Licensee's Facilities. All personnel authorized to have access to Licensee's Facilities shall, while working on BellSouth's Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

12. MODIFICATION AND REPLACEMENT OF LICENSEE'S FACILITIES

12.1 Notification of Planned Modification or Replacement of Facilities. Licensee shall, when practicable, notify BellSouth in writing at least 60 days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a BellSouth Pole, Anchor or Anchor/Guy Strand or located in any BellSouth Conduit or Duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under Licensee's present License or requires a new or amended License.

12.2 New or Amended License Required. A new or amended License will be required if the proposed addition, relocation, replacement, or modification:

12.2 1 Requires that Licensee use additional space on BellSouth's Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, inner ducts, or substantial space in any Handhole or Manhole) on either a temporary or permanent basis; or

12.2 2 Results in the size or location of Licensee's Facilities on BellSouth's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in Licensee's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

13 1 Make-Ready Work at the Request of Licensee. If, prior to the issuance of a License, Licensee determines that any Pole, Anchor, Anchor/Guy Strand, Conduit or Duct is inadequate to accommodate Licensee's proposed Pole attachment or Conduit Occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing Facilities or structures to accommodate Licensee, Licensee shall promptly advise BellSouth of the Make-Ready Work it believes necessary to enable the accommodation of Licensee's Facilities.

13 1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or not Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, BellSouth shall endeavor to minimize its Costs to Licensee. If it is determined that such Make-Ready Work is required, BellSouth shall provide Licensee with the estimated Costs for Make-Ready Work and a Make Ready Due Date.