

BellSouth Telecommunications, Inc
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

BELLSOUTH
RECEIVED
RECEIVED

2004 JUN 10 AM 11:06
Guy M Hicks
General Counsel
615 214 6301
Fax 615 214 7406
T.R.A. DOCKET ROOM

June 9, 2004

VIA HAND DELIVERY

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

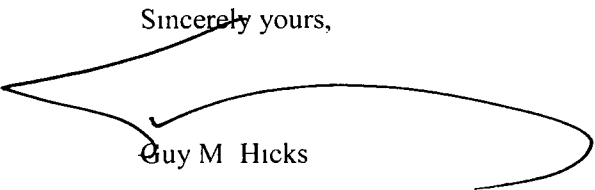
Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Level 3 Communications, L L C Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 04-00059

Dear Chairman Tate:

Enclosed are six paper copies and a CD Rom of the executed Interconnection Agreement between BellSouth Telecommunications, Inc. and Level 3 Communications, L L C for approval by the Tennessee Regulatory Authority

Thank you for your attention to this matter

Sincerely yours,


Guy M Hicks

cc Director of Interconnection Services, Level 3 Communications, LLC
Vice President – Public Policy and Government Affairs, Level 3 Communications, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Level 3 Communications, L.L.C. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
INTERCONNECTION AGREEMENT NEGOTIATED
BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND LEVEL 3 COMMUNICATIONS, L.L.C.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Level 3 Communications, L.L.C. ("Level 3") and BellSouth Telecommunications, Inc , ("BellSouth"), and file this request for approval of the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Level 3 and BellSouth state the following.

1. Level 3 and BellSouth have recently negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Level 3. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Level 3 and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

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

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

4. Level 3 and BellSouth aver that the Agreement is consistent with the standards for approval.

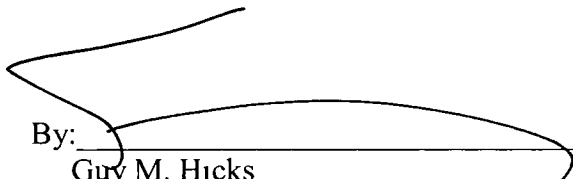
5. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Level 3 and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties.

This 9th day of June, 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

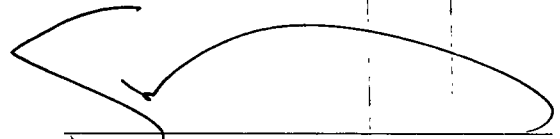
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via United States Mail on the 9th day of June, 2004.

Director of Interconnection Services
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

Vice President – Public Policy and Government Affairs
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021



Guy M. Hicks

BELLSOUTH® / CLEC Agreement

Customer Name: Level 3 Communications, L.L.C.

Level 3 Communications, LLC Arbitration	2
Table_of_Contents	3
General_Terms_and_Conditions	5
Signature Page	27
Att 1 - Resale	28
Att_1_-_Resale_Discounts_and_Rates	55
Att_2_-_UNE	64
Att_2_-_UNE_Rates	125
Att_3_-_Network_Interconnection	473
BellSouth Jurisdictional Factors Guide Version 5.0 Dec 2003	502
Att_3_-_Local_Interconnection_Rates	518
Att 4 - Collocation	527
Att_4_-_Collocation_Rates	568
Att 5 - Access to Numbers and Number Portability	606
Att 6 - Ordering	611
Att_7_-_Billing-	618
Att_7_-_ODUF_ADUF_CMDS_Rates	636
Att_8_-_Rights_of_Way	645
Att_9_-_Perf_Meas_Intro	647
Att_9_-_Performance_Measurements	649
Att_10_-_Disaster_Recovery_Plan	824
Att 11 - BFR and NBR Process	833

By and Between
BellSouth Telecommunications, Inc.
And
Level 3 Communications, L.L.C.

TABLE OF CONTENTS

General Terms and Conditions

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

TABLE OF CONTENTS (cont'd)

Attachment 1 - Resale

Attachment 2 - Network Elements and Other Services

Attachment 3 - Network Interconnection

Attachment 4 - Physical Collocation – Central Office

Attachment 5 - Access to Numbers and Number Portability

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

Attachment 7 - Billing

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

Attachment 9 - Performance Measurements

Attachment 10- BellSouth Disaster Recovery Plan

Attachment 11–Bona Fide Request and New Business Request Process

AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Level 3 Communications, LLC (“Level 3”), a Delaware limited liability company, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Level 3 or both as a “Party” or “Parties.”

W I T N E S S E T H

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

WHEREAS, Level 3 is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Level 3 wishes to resell BellSouth’s telecommunications services and purchase network elements and other services, and, solely in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement; and

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

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

Definitions

In the event a modification occurs pursuant to an effective change in law to the definitions set forth below in this Agreement during the term of this Agreement, the Parties will modify the Agreement as provided forth in Section 14.3 of the Agreement.

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

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

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

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

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

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

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

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

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

1. CLEC Certification

- 1.1 Prior to execution of this Agreement, Level 3 agrees to provide BellSouth in writing Level 3's CLEC certification for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval. If at the time of the filing of this Agreement, Level 3 has previously provided such information for those states where the Parties have operated under a prior interconnection agreement, Level 3 will not have to provide such information again.
- 1.2 To the extent Level 3 is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Level 3 will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement. Upon notification, BellSouth will file this Agreement with the appropriate Commission for approval.

2. Term of the Agreement

- 2.1 The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, either Party may provide notice of intent to renegotiate, and the Parties shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 2.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, and the Parties are not yet in arbitration, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is actively being negotiated in good faith or alternatively, a timely petition has been filed with the respective state public service commission and the Subsequent Agreement is subject to the respective state Commission arbitration pursuant to 252 of the Act. Upon conversion to a month-to-month term, during such negotiations, provided that the Parties are not in arbitration, then either Party, in its discretion, may terminate this Agreement upon sixty (60) days written notice to the other Party. Notwithstanding the foregoing, the Agreement cannot be terminated prior to 180 days after the original expiration date. In the event that BellSouth terminates this Agreement as provided herein, BellSouth shall continue to provide services to Level 3 pursuant to (1) the terms, conditions and rates set forth in BellSouth's standard interconnection agreement then in effect and made available to CLECs requesting negotiations pursuant to Section 251 of the Act, or (2) an agreement adopted by Level 3 pursuant to Section 13 of this Agreement. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement.
- 2.5 In the event that BellSouth's standard interconnection agreement, or an agreement adopted by Level 3 under Section 13 becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 2.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise.

3. **Operational Support Systems**

Level 3 shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement.

4. **Parity**

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

Notwithstanding anything to the contrary in this Agreement, in the event of a conflict between applicable law and a BellSouth Technical Reference (TR), Level 3 reserves the right to dispute under the resolution of disputes procedures contained in Section 10 of the General Terms and Conditions.

5. **White Pages Listings**

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

5.1.1 Listings. Level 3 shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Level 3 residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Interconnection Agreement, in parity with BellSouth's own customer listings. As such, Directory listings will make no distinction between Level 3 and BellSouth subscribers.

5.1.2 Rates. So long as Level 3 provides subscriber listing information (SLI) to BellSouth in accordance with Section 5.2 below, BellSouth shall provide to Level 3 one (1) primary White Pages listing per Level 3 subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.

5.2 Procedures for Submitting Level 3 SLI are found in The BellSouth Business Rules for Local Ordering available on the BellSouth website at: www.interconnection.bellsouth.com.

- 5.2.1 Level 3 authorizes BellSouth to release all Level 3 SLI provided to BellSouth by Level 3 to qualifying Directory Publishers via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), Section A38.2, as the same may be amended from time to time. Such Level 3 SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.
- 5.2.2 So long as Level 3 provides subscriber listing information (SLI) to BellSouth in accordance with Section 5.2 above, BellSouth will not charge Level 3 for the release of Level 3's SLI to Directory Publishers. Rather, BellSouth will recover the cost of providing Level 3's SLI to Directory Publishers from the requesting Directory Publisher.
- No compensation shall be paid to Level 3 for BellSouth's receipt of Level 3 SLI, or the subsequent release to Directory Publishers of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Level 3's SLI, or costs on an ongoing basis to administer the release of Level 3 SLI, Level 3 shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Level 3's SLI, Level 3 will be notified. If Level 3 does not wish to pay its proportionate share of these reasonable costs, Level 3 may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Level 3 shall amend this Agreement accordingly. Level 3 will be liable for all costs incurred until the effective date of the amendment
- 5.2.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Level 3 under this Agreement, except where the inaccuracy is due to the willful misconduct or gross negligence of BellSouth or its agent arising after the SLI was provided by Level 3. Except as otherwise provided, BellSouth will forward to Level 3 any complaints received by BellSouth relating to the accuracy or quality of Level 3 listings.
- 5.2.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.3 Unlisted/Non-Published Subscribers. Level 3 will be required to provide to BellSouth the names, addresses and telephone numbers of all Level 3 customers who wish to be omitted from directories. Unlisted/Non-Published SLI will be subject to the rates as set forth in BellSouth's GSST.
- 5.4 Inclusion of Level 3 End Users in Directory Assistance Database. BellSouth will include and maintain Level 3 subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and Level 3 shall provide such Directory Assistance listings to BellSouth at no recurring charge.
- 5.5 Listing Information Confidentiality. BellSouth will afford Level 3's directory listing information the same level of confidentiality that BellSouth affords its own

directory listing information, and BellSouth shall limit Level 3's customer proprietary confidential directory information to the appropriate BellSouth employees.

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

5.7 Directories. BellSouth or its agent shall deliver White Pages directories to Level 3 subscribers at no charge and in the same manner, time and quantity as it provides its own customers.

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

6.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for Level 3, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Level 3 End Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for Level 3 End Users for the same length of time it maintains such information for its own End Users.

6.2 Subpoenas Directed to Level 3. Where BellSouth is providing to Level 3 Telecommunications Services for resale or providing to Level 3 the local switching function, then Level 3 agrees that in those cases where Level 3 receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Level 3 End Users, and where Level 3 does not have the requested information, Level 3 will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 6.1 above.

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

7. Liability and Indemnification

7.1 Level 3 Liability. In the event that Level 3 consists of two (2) or more separate entities that order, purchase or otherwise provide services, or products, or have obligations under this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of Level 3 under this Agreement.

- 7.2 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor Level 3 shall be liable for any act or omission of another telecommunications company providing services to either Party.
- 7.3 Limitation of Liability
- 7.3.1 Except for any indemnification obligations of the Parties hereunder, or except in the case of gross negligence or willful misconduct, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.
- 7.3.2 Limitations in Tariffs and Contracts. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss. Any such tariff term or condition shall not contradict or modify the obligations of the Parties to each other under this Agreement. In the event a term of the tariff conflicts with a term in this Agreement, this Agreement shall control.
- 7.3.3 Neither BellSouth nor Level 3 shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 7.3.4 Except in the case of willful misconduct or gross negligence, under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent

efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

- 7.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 7.4 Indemnification for Certain Claims. The Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.
- 7.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

8. Intellectual Property Rights and Indemnification

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

use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

8.3 Intellectual Property Remedies

- 8.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 preceding.
- 8.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:
- 8.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 8.3.2.2 obtain a license sufficient to allow such use to continue.
- 8.3.2.3 In the event Section 8.3.2.1 or 8.3.2.2 are commercially unreasonable after the exercise of best efforts over a reasonable period of time, then said Party may terminate, upon reasonable notice, the use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 8.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor,

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

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

8.4 Dispute Resolution. Any claim arising under this Section 8 shall be excluded from the dispute resolution procedures set forth in Section 10 and shall be brought in a court of competent jurisdiction.

9. **Proprietary and Confidential Information**

9.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Level 3, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

9.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient may also provide Information to its attorneys and consultants, provided that the individual attorneys or consultants agree to be bound by the confidentiality provisions of this Agreement as agents of the Recipient under this Agreement. Recipient will not make any copies of the Information inspected by it. BellSouth and Level 3 will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

9.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

- 9.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser who has the legal authority to possess and disclose the Information; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 9.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith; Recipient will give notice as required by the state or federal rules or by regulatory agency rules/requirements, or if there is no requirement, in a commercially reasonable time.
- 9.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 9.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 9.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 9 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.
- 9.8 Each Party shall comply with rules regarding the use of Customer Proprietary Network Information (as that term is described in the Act) as set forth in Section 222 of the Act and in effective and applicable FCC rules and orders.
- 10. Resolution of Disputes**
- 10.1 Except for procedures that outline the resolution of billing disputes which are set forth in Section 2 of Attachment 7, each Party agrees to notify the other Party in writing of a dispute concerning this Agreement. If the Parties are unable to resolve the issues relating to the dispute in the normal course of business within thirty (30) days after delivery of notice of the dispute, each of the parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility

for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute

- 10.2 If the Parties are unable to resolve issues related to the dispute within thirty (30) days after the Parties' appointment of designated representatives pursuant to Section 10.1, then either Party may file a complaint with the Commission to resolve such issues, or as explicitly otherwise provided for in this Agreement, may proceed with any other remedy pursuant to law or equity.
- 10.3 Except as otherwise stated in this Agreement, or for such matters which lie outside the jurisdiction or expertise of the Commission or FCC, if any dispute arises as to the enforcement of terms and conditions of this Agreement, and/or as to the interpretation of any provision of this Agreement, the aggrieved party, to the extent seeking resolution of such dispute, must seek such resolution before the Commission or the FCC in accordance with the Act. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. Either Party may seek expedited resolution by the Commission. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement; provided, however, that neither Party shall be required to act in an unlawful fashion.
- 10.4 Except to the extent the Commission is authorized to grant temporary equitable relief with respect to a dispute arising as to the enforcement of terms and conditions of this Agreement, and/or as to the interpretation of any provision of this Agreement, this Section 10 shall not prevent either Party from seeking any temporary equitable relief, including a temporary restraining order, in a court of competent jurisdiction.
- 10.5 In addition to Sections 10.1 and 10.2 above, each Party shall have the right to seek legal and equitable remedies on any and all legal and equitable theories in any court of competent jurisdiction for any and all claims, causes of action, or other proceedings not arising: (i) as to the enforcement of any provision of this Agreement, or (ii) as to the enforcement or interpretation under applicable federal or state telecommunications law. Moreover, if the Commission would not have authority to grant an award of damages after issuing a ruling finding fault or liability in connection with a dispute under this Agreement, either Party may pursue such award in any court of competent jurisdiction after such Commission finding.

11. Taxes

- 11.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether

designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income or real or personal property.

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

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

11.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

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

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

11.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Each Party will use its best efforts to ensure that any such taxes or fees are billed or presented in a timely manner. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

11.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

- 11.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 11.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 11.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 11.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 11.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 11.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Each Party will use its best efforts to ensure that any such taxes or fees are billed or presented in a timely manner. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 11.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. If, after consultation in accordance with the preceding sentence, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final

decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues

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

12. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, , or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other

Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease. Each Party agrees to act in a nondiscriminatory manner with regard to a Force Majeure event.

13. Adoption of Agreements

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Level 3 any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement that was adopted.

14. Modification of Agreement

- 14.1 If either Party changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of that Party to notify the other Party in writing of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 14.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 14.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement including, but not limited to, BellSouth practices or procedures, or the ability of Level 3 or BellSouth to perform any material terms of this Agreement, Level 3 or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

15. Non-waiver of Legal Rights

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

16. Indivisibility and Severability

16.1 Subject to Section 13 (Adoption of Agreements) and Section 14 (Modification of Agreement) of this Agreement, except as set forth below in Section 16.2 (Severability), the Parties intend that this Agreement be indivisible and nonseverable. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that neither Party would have contracted with respect to the provisioning of collocation space under this Agreement if the covenants and promises of the other Party with respect to the other services provided under this Agreement had not been made. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

16.2 Severability

Notwithstanding the foregoing, if any part of this Agreement is held to be invalid for any reason, such invalidity shall affect only the portion of the Agreement which has been held invalid. In all other respects this Agreement shall stand as if such invalid provision has not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

17. Waivers

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

18. Governing Law

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in

accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

19. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of Level 3, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Level 3 shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) Level 3 pays all undisputed bills and assigns all rights to disputed bills to assignee, past due and current, under this Agreement, or (2) Level 3's assignee expressly assumes liability for payment of all bills.

20. Notices

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

BellSouth Telecommunications, Inc.

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

and

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

Level 3 Communications, LLC

Director of Interconnection Services

Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

and

Vice President – Public Policy and Government Affairs
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

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

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

20.3 Notwithstanding the foregoing, BellSouth may provide Level 3 notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

21. Rule of Construction

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

22. Headings of No Force or Effect

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

23. Multiple Counterparts

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

24. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefore. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Level 3 shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Level 3. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Level 3 is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

25. Compliance with Applicable Law

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

26. Necessary Approvals

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

27. Good Faith Performance

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

28. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to Level 3 as a requesting carrier under the Act).

29. Rate True-Up

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

29.2 The designated true-up rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final

order (including any appeals) of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties shall submit the matter to the Dispute Resolution process in accordance with the provisions of this Agreement.

30. Survival

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

31. Entire Agreement

31.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 31.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Except as may be otherwise specified in this Agreement, this Agreement applies prospectively from the Effective Date hereof to (a) all orders for Services placed under any prior interconnection agreement between the Parties which are not completed as of the Effective Date hereof and (b) all Services being provided by either Party as of the Effective Date hereof under any prior interconnection agreement between the Parties; provided, however, that all non-recurring charges for orders for Services placed under any prior interconnection agreement between the Parties that are completed prior to the Effective Date hereof and all charges for Services provided by either Party prior to the Effective Date hereof shall be in accordance with such prior interconnection agreement; provided, further, that a failure of the other Party to pay any amounts due under such prior interconnection agreement shall be deemed a failure to pay an amount due under this Agreement and any dispute shall be resolved in accordance with the Dispute Resolution process set forth in this Agreement. . Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

31.2 This Agreement includes Attachments with provisions for the following:

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

- 31.3 The following services are included as options for purchase by Level 3 pursuant to the terms and conditions set forth in this Agreement. Level 3 may elect to purchase said services by written request to its Local Contract Manager if applicable:

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

General Terms and Conditions
Signature Page

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

BellSouth Telecommunications, Inc.

By: Kristen E. Rowe

Name: Kristen E. Rowe

Title: Director

Date: 5/24/04

Level 3 Communications, L.L.C.

By: LaCharles Keese II

Name: LaCharles Keese II

Title: Vice President - Interconnection Services

Date: May 19, 2004

Attachment 1

Resale

Table of Contents

1. Discount Rates	3
2. Definition of Terms.....	3
3. General Provisions	3
4. BellSouth's Provision of Services to Level 3	7
5. Maintenance of Services	9
6. Establishment of Service	9
7. Discontinuance of Service.....	10
8. Operator Services (Operator Call Processing and Directory Assistance)	11
9. Line Information Database (LIDB).....	15
10. RAO Hosting	15
11. Optional Daily Usage File (ODUF).....	15
12. Enhanced Optional Daily Usage File (EODUF).....	15
Resale Restrictions	Exhibit A
Line Information Database (LIDB) Storage Agreement	Exhibit B
Optional Daily Usage File (ODUF)	Exhibit C
Enhanced Option Daily Usage File (EODUF)	Exhibit D
Resale Discounts and Rates	Exhibit E

RESALE

1. Discount Rates

- 1.1 The discount rates applied to Level 3 purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit E. Such discounts have been determined by the applicable Commission.
- 1.2 The telecommunications services available for purchase by Level 3 for the purposes of resale to Level 3's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit E to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the Telecommunications Service.
- 2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.
- 2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as Level 3, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

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

Commission rules and orders, BellSouth shall make available to Level 3 for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.

- 3.1.1 When Level 3 provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state
- 3.1.2 In Tennessee, if Level 3 does not resell Lifeline service to any end users, and if Level 3 agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.
 - 3.1.2.1 In the event Level 3 resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon Level 3 and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service end users, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).
 - 3.1.2.2 Level 3 must provide written notification to BellSouth within 30 days prior to either providing its own operator services/ directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.
- 3.2 Level 3 may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:
 - 3.2.1 Level 3 must resell services to other End Users.
 - 3.2.2 Level 3 cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.
- 3.3 Level 3 will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from Level 3 for said services.
- 3.4 Level 3 will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.

- 3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of Level 3. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of Level 3. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.5.1 When an End User of Level 3 or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the End User's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User's requested service as set forth in Attachment 6 of this Agreement.
- 3.5.2 BellSouth and Level 3 will refrain from contacting an End User who has placed or whose selected carrier has placed on the End User's behalf an order to change the End User's service provider from BellSouth or Level 3 to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth or Level 3, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures, consistent with applicable law, on a nondiscriminatory basis.
- 3.7 Where BellSouth provides resold services to Level 3, BellSouth will provide Level 3 with on-line access to intermediate telephone numbers in accordance with Attachment 5, Section 1.
- 3.8 BellSouth will allow Level 3 to designate up to 100 intermediate telephone numbers per CLLIC, for Level 3's sole use. Assignment, reservation and use of telephone numbers shall be in accordance with Attachment 5, Section 1.
- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.

- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to Level 3's End Users, pursuant to Section 6 of the General Terms and Conditions.
- 3.13 If Level 3 or its End Users utilize a BellSouth resold telecommunications service as described in the BellSouth retail tariff in violation of BellSouth's retail tariffs, Level 3 has the responsibility, to the extent that it is aware of such violation, to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service on a nondiscriminatory basis. .
- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to Level 3 remain the property of BellSouth.
- 3.15 White page directory listings for Level 3 End Users will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.16 Service Ordering and Operational Support Systems (OSS)
- 3.16.1 Level 3 must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available the interactive interfaces by which Level 3 may submit a Local Service Request (LSR) electronically as set forth in Attachment 2 of this Agreement. Service orders will be in a standard format designated by BellSouth.
- 3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit E to this Agreement. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit E to this Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 3.16.3 Denial/Restoral OSS Charge. In the event Level 3 provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.
- 3.16.4 Cancellation OSS Charge. Level 3 will incur an OSS charge for an accepted LSR that is later canceled provided BellSouth has processed the LSR in accordance with Attachment 6, Sections 3.4 through 3.6.
- 3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Message Waiting Indicator (“MWI”), stutter dialtone and message waiting light feature capabilities
- Call Forward Busy Line (“CF/B”)
- Call Forward Don’t Answer (“CF/DA”)

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

- 3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for Level 3 per the Bona Fide Request/New Business Request process as set forth in Attachment 11 of this Agreement.
- 3.19 BellSouth’s Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.20 In the event Level 3 acquires an end user whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to Level 3 that Special Assembly at the wholesale discount at Level 3’s option. Level 3 shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.21 BellSouth shall provide 911/E911 for Level 3 customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Level 3 customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Level 3 customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.22 BellSouth shall bill, and Level 3 shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth’s FCC No. 1 tariff. This charge is not subject to the wholesale discount.
- 3.23 Pursuant to 47 CFR Section 51.617, BellSouth shall bill to Level 3, and Level 3 shall pay, the End User common line charges identical to the End User common line charges BellSouth bills its End Users.

4. BellSouth’s Provision of Services to Level 3

- 4.1 Resale of BellSouth services shall be as follows:
- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
- 4.1.3 BellSouth reserves the right to periodically audit services purchased by Level 3 to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Level 3 shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by Level 3 for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.
- 4.2 Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services. Exclusions and limitations on services available for resale are defined in Exhibit A of this Attachment.
- 4.3 Level 3 may resell services in accordance with the rules and regulations of the Commission.
- 4.4 If Level 3 cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.
- 4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas
- 4.5.1 BellSouth will in some instances provision resold services in accordance with the General Subscriber Services Tariff and Private Line Tariffs jointly with an Independent Company or other Competitive Local Exchange Carrier.
- 4.5.2 When Level 3 assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.
- 4.5.3 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to Level 3.

4.5.4 Level 3 must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming an end user account where such circumstances apply.

4.5.5 Specific guidelines regarding such services are available on BellSouth's website @ www.interconnection.bellsouth.com.

5. Maintenance of Services

5.1 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.2 Level 3 or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.

5.3 Level 3 accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

5.4 Level 3 will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.5 For all repair requests, Level 3 shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

5.6 BellSouth will bill Level 3 for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

5.7 BellSouth reserves the right to contact Level 3's End Users, if deemed necessary, for maintenance purposes. During contacts with Level 3's End Users for maintenance or repair of services under this Attachment, BellSouth shall not attempt to sell or market any BellSouth service, nor shall BellSouth in any way disparage Level 3.

6. Establishment of Service

6.1 After receiving certification as a local exchange carrier from the applicable regulatory agency, Level 3 will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services ("master account"). Level 3 is required to provide the following before a master account is established: blanket letter of authorization, misdirected number form, proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the

National Exchange Carriers Association ("NECA") and a deposit and tax exemption certificate, if applicable.

6.1.1 If Level 3 needs to change its OCN(s) under which it operates when Level 3 has already been conducting business utilizing those OCN(s), BellSouth may charge Level 3 its tariffed rate for OCN conversion charges as found in the appropriate section of BellSouth tariff to convert Level 3 to the new OCN(s). OCN conversion charges include all time required to make system updates to all of Level 3's end user customer records. Appropriate charges will appear in the OC&C section of Level 3's bill.

6.2 Level 3 shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that Level 3 will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for Level 3's End User customer.

6.3 BellSouth will accept a request directly from the End User for conversion of the End User's service from Level 3 to BellSouth or will accept a request from another CLEC for conversion of the End User's service from Level 3 to such other CLEC. Upon completion of the conversion BellSouth will notify Level 3 that such conversion has been completed.

7. Discontinuance of Service

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

7.1.1 BellSouth will deny service to Level 3's End User on behalf of, and at the request of, Level 3. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of Level 3.

7.1.2 At the request of Level 3, BellSouth will disconnect a Level 3 End User customer.

7.1.3 All requests by Level 3 for denial or disconnection of an End User for nonpayment must be in writing.

7.1.4 Level 3 will be made solely responsible for notifying the End User of the proposed disconnection of the service.

7.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Level 3 when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by Level 3 and/or the End User against any claim, loss or damage arising from providing this information to Level 3. It is the responsibility of Level 3 to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

8. Operator Services (Operator Call Processing and Directory Assistance)

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

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

8.1.1 . Process 0+ and 0- dialed local calls

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

8.1.4 Process calls that are billed to Level 3 end user's calling card that can be validated by BellSouth.

8.1.5 Process person-to-person calls.

8.1.6 Process collect calls.

8.1.7 Provide the capability for callers to bill a third party and shall also process such calls.

8.1.8 Process station-to-station calls.

8.1.9 Process Busy Line Verify and Emergency Line Interrupt requests.

8.1.10 Process emergency call trace originated by Public Safety Answering Points.

8.1.11 Process operator-assisted directory assistance calls.

8.1.12 Adhere to equal access requirements, providing Level 3 local end users the same IXC access that BellSouth provides its own operator service.

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

8.1.14 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.

8.1.15 Direct customer account and other similar inquiries to the customer service center designated by Level 3.

8.1.16 Provide call records to Level 3 in accordance with ODUF standards.

- 8.1.17 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 8.2 Directory Assistance Service
- 8.2.1 Directory Assistance Service provides local and non-local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
- 8.2.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by Level 3's end user. BellSouth shall provide caller-optional directory assistance call completion service at rates set forth in BellSouth's General Subscriber Services Tariff to one of the provided listings.
- 8.3.1 Directory Assistance Service Updates
- 8.3.1 BellSouth shall update end user listings changes daily. These changes include:
- 8.3.2 New end user connections
- 8.3.3 End user disconnections
- 8.3.4 End user address changes
- 8.3.5 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 8.4 Branding for Operator Call Processing and Directory Assistance
- 8.4.1 BellSouth's branding feature provides a definable announcement to Level 3 end users using Directory Assistance (DA)/ Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows Level 3's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in Exhibit E of this Attachment.
- 8.4.2 BellSouth offers three branding offering options to Level 3 when ordering BellSouth's Directory Assistance and Operator Call Processing: BellSouth Branding, Unbranding and Custom Branding.
- 8.4.3 Upon receipt of the branding order from Level 3, the order is considered firm after ten (10) business days. Should Level 3 decide to cancel the order, written notification to Level 3's BellSouth Account Executive is required. If Level 3 decides to cancel after ten (10) business days from receipt of the branding order, Level 3 shall pay all charges per the order.

8.4.4 Branding via Originating Line Number Screening (OLNS)

8.4.4.1 BellSouth Branding, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via OLNS software. When utilizing this method of Unbranding or Custom Branding Level 3 shall not be required to purchase dedicated trunking.

8.4.4.2 BellSouth Branding is the default branding offering.

8.4.4.3 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance Level 3 must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To Implement Unbranding and Custom Branding via OLNS software, Level 3 must submit a manual order form which requires, among other things, Level 3's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Level 3 shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Level 3's purchase of Unbranding and Custom Branding using OLNS software for any particular TOPS, all Level 3 end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

8.4.4.4 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Exhibit E of this Attachment. In addition to the charges for Unbranding and Custom Branding via OLNS software, Level 3 shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Call Processing platforms as set forth in Exhibit E of this Attachment.

8.4.5 Selective Call Routing using Line Class Codes (SCR-LCC)

8.4.5.1 Where Level 3 resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route Level 3's end user calls to that provider through Selective Call Routing.

8.4.5.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for Level 3 to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

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

- 8.4.5.4 Where available, Level 3 specific and unique line class codes are programmed in each BellSouth end office switch where Level 3 intends to service end users with customized OCP/DA branding. The line class codes specifically identify Level 3's end users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Level 3 intends to provide Level 3-branded OCP/DA to its end users in these multiple rate areas.
- 8.4.5.5 BellSouth Branding is the default branding offering.
- 8.4.5.6 SCR-LCC supporting Custom Branding and Self Branding require Level 3 to order dedicated transport and trunking from each BellSouth end office identified by Level 3, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Level 3 Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for transport and trunks are set forth in applicable BellSouth Tariffs.
- 8.4.5.7 The rates for SCR-LCC are as set forth in Exhibit E of this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office.
- 8.4.5.8 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Level 3 to the BellSouth Tops. The calls are routed to "No Announcement."
- 8.4.6 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which Level 3 requires service.
- 8.4.6.1 Directory Assistance customized branding uses:
- 8.4.6.2 the recording of Level 3
- 8.4.6.3 the loading of the recording in each switch.
- 8.4.6.4 Operator Call Processing customized branding uses:
- 8.4.6.5 the recording of Level 3
- 8.4.6.6 2 the loading of the recording in each switch.
- 8.4.6.7 the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.

9. Line Information Database (LIDB)

- 9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.
- 9.2 BellSouth will provide LIDB Storage upon written request to Level 3's Account Manager stating a requested activation date.

10. RAO Hosting

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

11. Optional Daily Usage File (ODUF)

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

12. Enhanced Optional Daily Usage File (EODUF)

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

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 3)

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7 MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Non-RecurCharges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11 End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13 Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Applicable Notes:																		
1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.																	
2.	Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.																	
3.	Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.																	

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

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Level 3.
- G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by Level 3.
- J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.
- K. Originating Line Number Screening ("OLNS") - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to BellSouth by Level 3 for originating line numbers.
- L. Account Owner - name of the local exchange telecommunications company that is providing dialtone on a subscriber line.

II. General

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Level 3 and pursuant to which BellSouth, its LIDB customers and Level 3 shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Level 3's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Level 3 understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Level 3, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Resale Agreement upon notice to Level 3's account team and/or Local Contract Manager activate this LIDB Storage Agreement. The General Terms and Conditions of the Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

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

1. Billed Number Screening

BellSouth is authorized to use the billing number information to determine whether Level 3 has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

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

3. OLNS

BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of Level 3 from which a call originates.

4. GetData

BellSouth is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of Level 3 indicating the local

service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Level 3 of fraud alerts so that Level 3 may take action it deems appropriate.

III. Responsibilities of the Parties

A. BellSouth will administer all data stored in the LIDB, including the data provided by Level 3 pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to Level 3 for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers ("B&C Customers") query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate Level 3's data from BellSouth's data, the following shall apply:

- (1) BellSouth will identify Level 3 end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. Level 3 is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their end users.
- (2) BellSouth shall have no obligation to become involved in any disputes between Level 3 and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to Level 3. It shall be the responsibility of Level 3 and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

- A. Level 3 will not be charged a fee for storage services provided by BellSouth to Level 3, as described in this LIDB Resale Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by

Level 3 in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

Optional Daily Usage File

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

- WATS and 800 Service
 - N11
 - Information Service Provider Messages
 - Operator Services Messages
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service
- 6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Level 3.
- 6.1.4 In the event that Level 3 detects a duplicate on ODUF they receive from BellSouth, Level 3 will drop the duplicate message and will not return the duplicate to BellSouth).
- 6.2 ODUF Physical File Characteristics
- 6.2.1 The ODUF will be distributed to Level 3 via CONNECT:Direct or Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 6.2.2 Data circuits (private line or dial-up) will be required between BellSouth and Level 3 for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, Level 3 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Level 3 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Level 3. Additionally, all message toll charges associated with the use of the dial circuit by Level 3 will be the responsibility of Level 3. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and

software, that is required on Level 3 end for the purpose of data transmission will be the responsibility of Level 3.

- 6.2.3 If Level 3 utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of Level 3.

6.3 ODUF Packing Specifications

- 6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Level 3 which BellSouth RAO is sending the message. BellSouth and Level 3 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Level 3 and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.4 ODUF Pack Rejection

- 6.4.1 Level 3 will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Level 3 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Level 3 by BellSouth.

6.5 ODUF Control Data

Level 3 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Level 3 received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Level 3 for reasons stated in the above section.

6.6 ODUF Testing

- 6.6.1 Upon request from Level 3, BellSouth shall send test files to Level 3 for the ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Level 3 set up a production (live) file. The live test may consist of Level 3's employees making test calls for the types of services Level 3 requests on the ODUF. These test calls are logged by Level 3, and the logs

are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from Level 3, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Level 3 pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
 2. Level 3 shall furnish all relevant information required by BellSouth for the provision of the EODUF.
 3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
 4. Charges for delivery of the EODUF will appear on Level 3's monthly bills. EODUF charges are billed at the EODUF rates that are in effect at the end of the previous month. The charges are as set forth in Exhibit E to this Attachment.
 5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
 6. Messages that error in the billing system of Level 3 will be the responsibility of Level 3. If, however, Level 3 should encounter significant volumes of errored messages that prevent processing by Level 3 within its systems, BellSouth will work with Level 3 to determine the source of the errors and the appropriate resolution.
 7. The following specifications shall apply to the EODUF feed.
- 7.1 **Usage To Be Transmitted**
- 7.1.1 The following messages recorded by BellSouth will be transmitted to Level 3:

Customer usage data for flat rated local call originating from Level 3's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call

From Number

To Number

Connect Time

Conversation Time

Method of Recording

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to O DUF. Any duplicate messages detected will be deleted and not sent to Level 3.

7.1.3 In the event that Level 3 detects a duplicate on EODUF they receive from BellSouth, Level 3 will drop the duplicate message (Level 3 will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

7.2.1 The EODUF feed will be distributed to Level 3 via Connect: Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The EODUF messages will be intermingled among Level 3's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holiday.

7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Level 3 for the purpose of data transmission as set forth in Section 6.2.2 above.

7.2.3 If Level 3 utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of Level 3.

7.3 Packing Specifications

7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.3.2 The OCN, From (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Level 3 which BellSouth RAO is sending the message. BellSouth and Level 3 will use the invoice sequencing to control data

exchange. BellSouth will be notified of sequence failures identified by Level 3 and resend the data as appropriate.

The data will be packed using ATIS EMI Records.

RESALE DISCOUNTS AND RATES - Alabama													Attachment: 1		Exhibit: E						
CATEGORY	RATE ELEMENTS						Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
											Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
												First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																					
		Residence %									16.30										
		Business %									16.30										
		CSAs %									16.30										
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																					
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																					
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only								SOMEc		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only								SOMAN		19.99	0.00	19.99	0.00						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																					
		Selective Routing Per Unique Line Class Code Per Request Per Switch										84.70	84.70	14.11	14.11						
ODUF/EODUF SERVICES																					
OPTIONAL DAILY USAGE FILE (ODUF)																					
		ODUF: Recording, per message									0.000011										
		ODUF: Message Processing, per message									0.004101										
		ODUF: Message Processing, per Magnetic Tape provisioned									42.67										
		ODUF: Data Transmission (CONNECT:DIRECT), per message									0.000094										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																					
		EODUF: Message Processing, per message									0.22										

RESALE DISCOUNTS AND RATES - Florida												Attachment: 1		Exhibit: E					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																			
		Residence %								21.83									
		Business %								16.81									
		CSAs %								16.81									
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																			
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																			
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOME C		3.50	0.00	3.50	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMAN		19.99	0.00	19.99	0.00					
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																			
		Selective Routing Per Unique Line Class Code Per Request Per Switch									93.55	93.55	12.71	12.71					
ODUF/EODUF SERVICES																			
OPTIONAL DAILY USAGE FILE (ODUF)																			
		ODUF: Recording, per message								0.0000071									
		ODUF: Message Processing, per message								0.002146									
		ODUF: Message Processing, per Magnetic Tape provisioned								35.91									
		ODUF: Data Transmission (CONNECT:DIRECT), per message								0.00010375									
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																			
		EODUF: Message Processing, per message								0.080698									

[illegible]

RESALE DISCOUNTS AND RATES - Kentucky													Attachment: 1		Exhibit: E					
CATEGORY	RATE ELEMENTS						Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																				
		Residence %								16.79										
		Business %								15.54										
		CSAs %								15.54										
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																				
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																				
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOME C		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMAN		19.99	0.00	19.99	0.00						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																				
		Selective Routing Per Unique Line Class Code Per Request Per Switch									93.53	93.53	15.58	15.58						
ODUF/EODUF SERVICES																				
OPTIONAL DAILY USAGE FILE (ODUF)																				
		ODUF: Recording, per message								0.0000136										
		ODUF: Message Processing, per message								0.002506										
		ODUF: Message Processing, per Magnetic Tape provisioned								35.90										
		ODUF: Data Transmission (CONNECT:DIRECT), per message								0.00010372										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																				
		EODUF: Message Processing, per message								0.235889										

RESALE DISCOUNTS AND RATES - Louisiana													Attachment: 1		Exhibit: E					
CATEGORY	RATE ELEMENTS						Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

RESALE DISCOUNTS AND RATES - Mississippi													Attachment: 1		Exhibit: E					
CATEGORY	RATE ELEMENTS						Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

RESALE DISCOUNTS AND RATES - North Carolina													Attachment: 1		Exhibit: E					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																				
		Residence %								21.50										
		Business %								17.60										
		CSAs %								17.60										
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																				
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																			
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOME C		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMAN		19.99	0.00	19.99	0.00						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																				
		Selective Routing Per Unique Line Class Code Per Request Per Switch									188.59									
ODUF/EODUF SERVICES																				
OPTIONAL DAILY USAGE FILE (ODUF)																				
		ODUF: Recording, per message								0.0003										
		ODUF: Message Processing, per message								0.0032										
		ODUF: Message Processing, per Magnetic Tape provisioned								54.61										
		ODUF: Data Transmission (CONNECT:DIRECT), per message								0.00004										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																				
		EODUF: Message Processing, per message								0.2285406										

RESALE DISCOUNTS AND RATES - South Carolina													Attachment: 1		Exhibit: E			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																		
		Residence %						14.80										
		Business %						14.80										
		CSAs %						8.98										
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																		
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																		
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only					SOME C		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only					SOMAN		19.99	0.00	19.99	0.00						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																		
		Selective Routing Per Unique Line Class Code Per Request Per Switch							84.89	84.89	14.14	14.14						
ODUF/EODUF SERVICES																		
OPTIONAL DAILY USAGE FILE (ODUF)																		
		ODUF: Recording, per message						0.0000216										
		ODUF: Message Processing, per message						0.004704										
		ODUF: Message Processing, per Magnetic Tape provisioned						48.87										
		ODUF: Data Transmission (CONNECT-DIRECT), per message						0.00010863										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																		
		EODUF: Message Processing, per message						0.258301										

RESALE DISCOUNTS AND RATES - Tennessee														Attachment: 1		Exhibit: E				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates (\$)					
															SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
APPLICABLE DISCOUNTS																				
		Residence %								16.00										
		Business %								16.00										
		CSAs %								16.00										
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																				
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in																				
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOME C		3.50	0.00	3.50	0.00						
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only							SOMAN		19.99	0.00	19.99	0.00						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																				
		Selective Routing Per Unique Line Class Code Per Request Per Switch									179.60	179.60								
ODUF/EODUF SERVICES																				
	OPTIONAL DAILY USAGE FILE (ODUF)																			
		ODUF: Recording, per message								0.0000044										
		ODUF: Message Processing, per message								0.0027366										
		ODUF: Message Processing, per Magnetic Tape provisioned								52.75										
		ODUF: Data Transmission (CONNECT:DIRECT), per message								0.0000339										
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																				
		EODUF: Message Processing, per message								0.004										

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

1	INTRODUCTION.....	3
2	UNBUNDLED LOOPS.....	5
3	LINE SHARING.....	27
4	LOCAL SWITCHING.....	33
5	UNBUNDLED NETWORK ELEMENT COMBINATIONS.....	41
6	TRANSPORT, CHANNELIZATION AND DARK FIBER.....	44
7	DATABASES.....	49
8	BELLSOUTH SWITCHED ACCESS (SWA) 8XX TOLL FREE DIALING TEN DIGIT SCREENING SERVICE.....	50
9	LINE INFORMATION DATABASE (LIDB).....	50
10	SIGNALING.....	52
11	AUTOMATIC LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM (ALI/DMS).....	58
12	CALLING NAME (CNAM) DATABASE SERVICE.....	59
13	SERVICE CREATION ENVIRONMENT AND SERVICE MANAGEMENT SYSTEM (SCE/SMS) ADVANCED INTELLIGENT NETWORK (AIN) ACCESS.....	60
14	OPERATIONAL SUPPORT SYSTEMS (OSS).....	60
	Rates.....	Exhibit A

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES**1 Introduction**

- 1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to Level 3 in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to Level 3 (Other Services). The rates for each Network Element and combination of Network Elements and Other Services are set forth in Exhibit A of this Attachment. Additionally, the provision of a particular Network Element or Other Service may require Level 3 to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.2 For purposes of this Agreement, “Network Element” is defined to mean a facility or equipment Level 3 used in the provision of a qualifying service, as defined by the FCC. Level 3 may not access a Network Element for the sole purpose of providing non-qualifying services as defined by the FCC. For purposes of this Agreement, combinations of Network Elements shall be referred to as “Combinations.”
- 1.3 BellSouth shall, upon request of Level 3, and to the extent technically feasible, provide to Level 3 access to its Network Elements for the provision of Level 3’s qualifying services. If no rate is identified in this Agreement, the rate will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.4 Level 3 may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R 51.309.
- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.
- 1.6 Except to the extent required the Report and Order on Remand and Further Notice of Proposed Rulemaking (rel. Aug. 21, 2003) (“TRO”), any Network Elements that no longer require unbundling on a national level will no longer be available pursuant to this Agreement.
- 1.7 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled Network Element, or combination of elements that is available to Level 3 under Section 251(c)(3) of the Telecommunications Act of 1996. Nonrecurring switch-as-is rates for conversion of Network Elements are contained in Exhibit A of this Attachment. Conversion of a wholesale service or group of wholesale services shall be considered termination for purposes of any volume and/or term commitments and/or

grandfathered status between Level 3 and BellSouth. Any change from a wholesale service to a Network Element that requires a physical rearrangement of the Network Element will not be considered a conversion for purposes of this Agreement.

- 1.8 Except to the extent expressly provided otherwise in this Attachment, for elements or combinations of elements that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement (for example, but not limited to, local channels or non-compliant EELs), Level 3 will submit orders to rearrange or disconnect those arrangements or services within thirty (30) calendar days of the Effective Date of this Agreement.

If orders to rearrange or disconnect those arrangements or services are not received by the 31st day after the Effective Date of this Agreement, BellSouth may disconnect those arrangements or services without further notice, or within the transition period required under applicable law, whichever is longer.

Where no re-termination or physical rearrangement of circuits or service is required, Level 3 will be charged a nonrecurring switch-as-is charge for the individual Network Element(s) as set forth in Exhibit A. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of this Agreement, nonrecurring charges for the applicable Network Element from Exhibit A of this Attachment will apply. To the extent a Network Element requires re-termination or other physical rearrangement in order to comply with a tariff or separate agreement, the applicable rates, terms and conditions of such tariff or separate agreement shall apply.

- 1.8.1 Level 3 may utilize Network Elements and Other Services to provide services consistent with 47 C.F.R. § 51.309 and Commission orders as long as such services are consistent with industry standards and applicable BellSouth Technical References.

1.8.2 Routine Network Modifications

Except to the extent expressly provided otherwise in this Attachment, If a UNE is not readily available but can be made available through routine network modifications, BellSouth will make such routine network modifications, as defined by the FCC in 47 CFR 51.319 (a) (8) and (e) (5).

- 1.8.3 Notwithstanding any other provision of this Agreement, BellSouth will not commingle or combine Network Elements or combinations of Network Elements with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

1.9 Commingling of Services

- 1.9.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Network Element combination, to one or more telecommunications services or facilities that Level 3 has obtained at wholesale from BellSouth, or the

combining of a Network Element or Network Element combination with one or more such wholesale telecommunications services or facilities.

- 1.9.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a combination of Network Elements on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for non-qualifying services.
- 1.9.3 BellSouth will not "ratchet" a commingled circuit. Unless otherwise agreed to by the Parties, the Network Element portion of such circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates.
- 1.9.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment and Central Office Channel Interfaces will be billed from the same jurisdictional authorization (agreement or tariff) as the higher grade of service.
- 1.10 If Level 3 reports a trouble on a Network Element or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge Level 3 for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status.
- 1.11 Rates
- 1.11.1 The prices that Level 3 shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit A to this Attachment. If Level 3 purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.
- 1.11.2 Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference.
- 1.11.3 If Level 3 modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by Level 3 in accordance with FCC No. 1 Tariff, Section 5.
- 1.11.4 A one-month minimum billing period shall apply to all Network Elements and Other Services.

2 Unbundled Loops

2.1 General

- 2.1.1 The local loop Network Element (Loop) is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the Loop demarcation point at an End User's customer premises, including inside wire owned by BellSouth. Facilities that do not terminate at a demarcation point at an End User customer premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's customer premises. Level 3 shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the Loop.
- 2.1.1.1 The Loop does not include any packet switched features, functions or capabilities.
- 2.1.1.2 As set forth in FCC rule 51.319(i), in new build (Greenfield) areas, where BellSouth has only deployed Fiber To The Home (FTTH) facilities, BellSouth is under no obligation to provide Loops.
- 2.1.1.3 In FTTH overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to Level 3 on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements set forth in 251(c)(5) and 51.325-335 and any applicable State requirements. . In these cases, BellSouth will offer a 64kbps second voice grade channel over its FTTH facilities.
- 2.1.1.4 Furthermore, in FTTH overbuild areas, BellSouth is not obligated to ensure that copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by Level 3. If a request is received by BellSouth for a copper Loop, BellSouth will restore the copper Loop to serviceable condition if technically feasible.
- In these instances of Loop orders in an FTTH overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.
- 2.1.1.5 A "hybrid loop" is a local loop composed of both fiber optic cable, usually in feeder plant, and copper wire or cable, usually in the distribution plant. For hybrid loops, where Level 3 seeks access to a hybrid loop for the provision of broadband services, BellSouth shall provide Level 3 with nondiscriminatory access to the time division multiplexing features, functions and capabilities of that hybrid loop, including DS1 or DS3, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's customer premises.

When Level 3 seeks access to a hybrid loop for the provision of narrowband services, Bell South will provide access pursuant to 51.319 (a) (2).

- 2.1.1.6 Level 3 may not purchase Loops or convert Special Access circuits to Loops if such Loops will be used to provide wireless telecommunications services.
- 2.1.2 The provisioning of a Loop to Level 3's collocation space will require cross office cabling and cross connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross connects are separate components that are not considered a part of the Loop, and thus, have a separate charge.
- 2.1.3 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 2.1.4 The Loop shall be provided to Level 3 in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.5 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.
- 2.1.5.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If Level 3 wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g. UVL-SL1, UVL-SL2, and UCL-ND), Level 3 may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment.
- 2.1.5.2 In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by Level 3 (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Level 3 for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Trouble Determination rates from BellSouth's FCC or state tariffs.
- 2.1.6 **Loop Testing/Trouble Reporting**
- 2.1.6.1 Level 3 will be responsible for testing and isolating troubles on the Loops. Level 3 must test and isolate trouble to the BellSouth portion of a designed/non-designed

unbundled Loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, Level 3 will be required to provide the results of the Level 3 test which indicate a problem on the BellSouth provided Loop.

- 2.1.6.2 Once Level 3 has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its End Users.
- 2.1.6.3 If Level 3 reports a trouble on a non-designed or designed Loop and no trouble actually exists, BellSouth will charge Level 3 for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Loop's working status.
- 2.1.6.4 In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by Level 3 (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Level 3 for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Trouble Determination rates from BellSouth's FCC or state tariffs.

2.1.7 **Order Coordination and Order Coordination-Time Specific**

- 2.1.7.1 "Order Coordination" (OC) allows BellSouth and Level 3 to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Level 3's facilities to limit End User service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.
- 2.1.7.2 "Order Coordination – Time Specific" (OC-TS) allows Level 3 to order a specific time for OC to take place. BellSouth will make every effort to accommodate Level 3's specific conversion time request. However, BellSouth reserves the right to negotiate with Level 3 a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. Level 3 may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Level 3 specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access

Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.1.8 **CLEC to CLEC Conversions for Unbundled Loops**

2.1.8.1 The CLEC to CLEC conversion process for unbundled Loops may be used by Level 3 when converting an existing unbundled Loop from another CLEC for the same End User. The Loop type being converted must be included in Level 3's Interconnection Agreement before requesting a conversion.

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

2.1.8.3 The Loops converted to Level 3 pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific Loop type.

2.1.8.4

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non-Designed)	Chargeable Option	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option (except on Universal Digital Channel)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Charged for Dispatch outside Central Office

2.1.9 **Bulk Migration**

2.1.9.1 If Level 3 requests to migrate twenty-five (25) or more UNE-Port/Loop Combination (UNE-P) customers to UNE-Loop (UNE-L) in the same Central Office on the same due date, Level 3 must use the Bulk Migration process, which is described in the BellSouth CLEC Information Package, “UNE-Port/Loop Combination (UNE-P) to UNE-Loop (UNE-L) Bulk Migration.” This CLEC Information package, incorporated herein by reference as it may be amended from time to time, is located at www.interconnection.bellsouth.com/guides/html/unec.html. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A of this Attachment. Additionally, OSS charges will also apply per LSR generated per

customer account as provided for in the Bulk Migration Request. The migration of loops from Integrated Digital Loop Carrier (IDLC) will be done pursuant to Section 2.6 of this Attachment.

2.1.10 **Ordering Guidelines and Processes**

2.1.10.1 For information regarding Ordering Guidelines and Processes for various UNEs, Level 3 should refer to the “Guides” section of the BellSouth Interconnection website, which is incorporated herein by reference, as amended from time to time. The website address is: <http://www.interconnection.bellsouth.com/>

2.1.10.2 Additional information may also be found in the individual CLEC Information Packages, as amended from time to time and which are incorporated herein by reference, located at the “CLEC UNE Products” website at the following address: <http://www.interconnection.bellsouth.com/guides/html/unes.html>

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

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

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

2.2.1.3 4-wire Analog Voice Grade Loop (Designed)

2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that Level 3 will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) Loops are 2-wire Loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by Level 3. Level 3 may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same

manner and time frames that BellSouth normally activates POTS-type Loops for its End Users.

2.2.4 For an additional charge BellSouth will make available Loop Testing so that Level 3 may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to Level 3. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow Level 3 to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 **Unbundled Digital Loops**

2.3.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.

2.3.2 BellSouth shall make available the following UDLs, subject to restrictions set forth herein:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Unbundled ADSL Compatible Loop

2.3.2.3 2-wire Unbundled HDSL Compatible Loop

2.3.2.4 4-wire Unbundled HDSL Compatible Loop

2.3.2.5 4-wire Unbundled DS1 Digital Loop

2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.3.2.7 DS3 Loop

2.3.2.8 STS-1 Loop

2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. Level 3 will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

- 2.3.3.1 Upon the Effective Date of this Agreement, Universal Digital Channel (UDC) elements will no longer be offered by BellSouth and no new orders for UDC will be accepted. Any existing UDCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UDCs that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by Level 3 or BellSouth provides ninety (90) calendar days notice that such UDC must be terminated. Level 3 may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.
- 2.3.4 2-Wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed Loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of Loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface at the End User's location.
- 2.3.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels.
- The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for

the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

- 2.3.10 Both DS3 Loop and STS-1 Loop require a Service Inquiry (SI) in order to ascertain availability.
- 2.3.11 If DS3/STS-1 Loops are not readily available but can be made available through routine network modifications, as defined in Section 1.8.2 of this Attachment. Level 3 may request BellSouth to perform such routine network modifications. The request may not be used to place fiber.
- 2.3.12 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.
- 2.3.13 Level 3 may access a total capacity of two (2) DS3s per any single End User location at the Network Element rates set forth in Exhibit A.

2.4 **Unbundled Copper Loops (UCL)**

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

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

- 2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2- or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).
- 2.4.2.2 A UCL-D will be 18,000 feet or less in length and is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 Ohms of resistance.
- 2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by Level 3.

- 2.4.2.4 These Loops are not intended to support any particular services and may be utilized by Level 3 to provide a wide-range of telecommunications services as long as those services do not significantly degrade BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.
- 2.4.2.5 Upon the Effective Date of this Agreement, Unbundled Copper Loop – Long (UCL-L) elements will no longer be offered by BellSouth and no new orders for UCL-L will be accepted. Any existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 and may remain connected until such time as they are disconnected by Level 3 or BellSouth provides ninety (90) calendar days notice that such UCL-L must be terminated.
- 2.4.3 **Unbundled Copper Loop – Non-Designed (UCL-ND)**
- 2.4.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to 6,000 feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than 18,000 feet and with less than 1300 Ohms resistance, the Loop will provide a voice grade transmission channel suitable for Loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.
- 2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, Level 3 can request LMU for which additional charges would apply.
- 2.4.3.3 For an additional charge, BellSouth also will make available Loop Testing so that Level 3 may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.
- 2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by Level 3 to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

- 2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. OC-TS does not apply to this product.
- 2.4.3.6 Level 3 may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.
- 2.5 **Unbundled Loop Modifications (Line Conditioning)**
- 2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Sub-loop that may diminish the capability of the Loop or Sub-loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth TR 73600.
- 2.5.2 BellSouth will remove load coils only on copper loops and sub-loops.
- 2.5.3 For any copper loop being ordered by Level 3 which has over 6,000 feet of combined bridged tap will be modified, upon request from Level 3, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to Level 3. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper loop that will result in a combined total of bridged tap between 2,500 and 6,000 feet will be performed at the rates set forth in Exhibit A of this Attachment.
- 2.5.4 Level 3 may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose) pursuant to BellSouth's Special Construction Process as mutually agreed to by the Parties
- 2.5.5 Rates for ULM are as set forth in Exhibit A of this Attachment.
- 2.5.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 2.5.7 If Level 3 requests ULM on a reserved facility for a new loop order, BellSouth may perform a pair change and provision a different loop facility in lieu of the reserved facility with ULM if feasible. The loop provisioned will meet or exceed specifications of the requested loop facility as modified. Level 3 will not be charged for ULM if a different loop is provisioned. For loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the loop provisioned.

2.5.8 Level 3 shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Level 3 desires BellSouth to condition.

2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for Level 3, Level 3 will submit a service inquiry to BellSouth. If a spare Loop facility that meets the loop modification specifications requested by Level 3 is available at the location for which the ULM was requested, Level 3 will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, Level 3 will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.6 **Loop Provisioning Involving Integrated Digital Loop Carriers**

2.6.1 Where Level 3 has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to Level 3. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for Level 3 (e.g. hairpinning):

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "Digital Access Cross Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

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

2.6.3 If no alternate facility is available, and upon request from Level 3, and if agreed to by both Parties, BellSouth may utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. Level 3 will then have the option of paying the one-time SC rates to place the Loop.

2.7 **Network Interface Device**

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

posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

- 2.7.2 BellSouth shall permit Level 3 to connect Level 3's Loop facilities to the End User's customer premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.3 **Access to NID**

- 2.7.3.1 Level 3 may access the End User's customer premises wiring by any of the following means and Level 3 shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

- 2.7.3.1.1 BellSouth shall allow Level 3 to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises.

- 2.7.3.1.2 Where an adequate length of the End User's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

- 2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

- 2.7.3.1.4 Level 3 may request BellSouth to make other rearrangements to the End User customer premises wiring terminations or terminal enclosure on a time and materials cost basis.

- 2.7.3.2 In no case shall either Party remove or disconnect the other Party's Loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting Loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be Level 3's responsibility to ensure there is no safety hazard, and Level 3 will hold BellSouth harmless for any liability associated with the removal of the BellSouth Loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's Loop has been disconnected from the NID, to reconnect the disconnected Loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected Loop must be appropriately cleared, capped and stored.

- 2.7.3.3 Level 3 shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.7.3.4 Level 3 shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with Level 3 to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.7.4 **Technical Requirements**
- 2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's customer premises and the distribution media and/or cross connect to Level 3's NID.
- 2.7.4.3 Existing BellSouth NIDs will be provided in "as is" condition. Level 3 may request BellSouth to do additional work to the NID on a time and material basis. When Level 3 deploys its own local Loops in a multiple-line termination device, Level 3 shall specify the quantity of NID connections that it requires within such device.
- 2.8 **Sub-loop Elements**
- 2.8.1 Where existing capacity is available, BellSouth shall offer access to its Unbundled Sub-Loop (USL) elements as specified herein.
- 2.8.2 **Unbundled Sub-Loop Distribution (USL)**
- 2.8.2.1 The Unbundled Sub-Loop Distribution facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth technically feasible accessible terminal, as defined in CFR 51.319. The BellSouth technically feasible accessible terminal may be located within a remote terminal (RT) or a stand-alone technically feasible accessible terminal 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. Unbundled subloops shall be available to Level 3 irrespective of the capacity level or type of loop such carrier will provide to its customer at that premises. Bell South shall provide access to unbundled subloops without requiring collocation. BellSouth will make available the following sub-loop distribution offerings where facilities exist:

Unbundled Sub-Loop Distribution – Voice Grade

Unbundled Copper Sub-Loop

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

- 2.8.2.2 Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG) is a copper sub-loop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.
- 2.8.2.3 Unbundled Copper Sub-Loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.
- 2.8.2.3.1 If Level 3 requests a UCSL and it is not available, Level 3 may request the copper Sub-Loop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.
- 2.8.2.4 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same 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. USLD-INC shall be available to Level 3 irrespective of the capacity level or type of loop such carrier will provide to its customer at that premises. Bell South shall provide access to USLD-INC without requiring collocation.
- 2.8.2.4.1 Upon request for USLD-INC from Level 3, BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for Level 3's use on this cross-connect panel. Level 3 will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.8.2.5 For access to Voice Grade USLD and UCSL, Level 3 shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. Level 3's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.8.2.6 Through the SI process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by Level 3 is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Level 3's request, then BellSouth will perform the site set-up as described in the

CLEC Information Package, located at the website address:
<http://www.interconnection.bellsouth.com/products/html/unes.html>.

- 2.8.2.7 The site set-up must be completed before Level 3 can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Level 3's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.8.2.8 Once the site set-up is complete, Level 3 will request sub-loop pairs through submission of a LSR form to the Local Carrier Service Center (LCSC). OC is required with USL pair provisioning when Level 3 requests reuse of an existing facility, and the Order Coordination charge shall be billed in addition to the USL pair rate. For expedite requests by Level 3 for sub-loop pairs, expedite charges will apply for intervals less than five (5) calendar days.
- 2.8.2.9 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.8.3 Unbundled Network Terminating Wire (UNTW)
- 2.8.3.1 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 End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- 2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises. UNTW shall be available to Level 3 irrespective of the capacity level or type of loop such carrier will provide to its customer at that premises. Bell South shall provide access to UNTW without requiring collocation.
- 2.8.3.3 Requirements
- 2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

- 2.8.3.3.3 In existing MDUs and/or MTUs where Level 3 owns or controls NTW in which BellSouth does not own or control wiring (INC/NTW) to the End Users premises, Level 3 will install UNTW Access Terminals for BellSouth in accordance with State rules.
- 2.8.3.3.4 In situations in which BellSouth activates a UNTW pair, BellSouth will compensate Level 3 for each pair activated commensurate to the price specified in Level 3's Agreement.
- 2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the End User is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.
- 2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.
- 2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.

- 2.8.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten (10) percent of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.
- 2.8.4 **Unbundled Sub-Loop Feeder**
- 2.8.4.1 Upon the Effective Date of this Agreement, Unbundled Sub-Loop Feeder (USLF) elements will no longer be offered by BellSouth at TELRIC prices. Within ninety (90) calendar days of the Effective Date of this Agreement, Level 3 will either negotiate market-based rates for these elements or will issue orders to have these elements disconnected. If, after this ninety (90)-day period, market-based rates have not been negotiated and Level 3 has not issued the appropriate disconnect orders, BellSouth may immediately disconnect any remaining USLF elements and will bill Level 3 any applicable disconnect charges.
- 2.8.5 **Unbundled Loop Concentration**
- 2.8.5.1 Upon the Effective Date of this Agreement, the Unbundled Loop Concentration (ULC) element will no longer be offered by BellSouth and no new orders for ULC will be accepted. Any existing ULCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to this Agreement and may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by Level 3, or BellSouth provides ninety (90) calendar days notice that such ULC must be terminated.

2.8.6 **Dark Fiber Loop**

2.8.6.1 Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Level 3 to utilize Dark Fiber Loops.

2.8.6.2 If Dark Fiber Loop is not readily available but can be made available through routine network modifications, as defined in Section 1.8.2 of this Attachment. Level 3 may request BellSouth to perform such routine network modifications. The request may not be used to place fiber.

2.8.6.3 **Requirements**

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

2.8.6.3.2 Level 3 is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications.

2.8.6.3.3 BellSouth shall use its commercially reasonable efforts to provide to Level 3 information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a SI from Level 3.

2.8.6.3.4 If Bell South determines that Dark Fiber Loop is not available over a particular route, in its response, and upon receipt of acceptable non-disclosure agreement from Level 3, Bell South will provide information regarding: (i) the number of dark fiber strands reserved for maintenance purposes, (ii) the number of fiber strands reserved for Bell South's firm customer orders, (iii) the number of fiber strands otherwise not available for one of the reasons provided in section 6.4.3.1 above, and (iv) the total number of strands on the requested route. In this response, Bell South shall also inform Level 3 if a routine network modification could be implemented to make dark fiber available along the requested route. In its response, Bell South will inform Level 3 if fewer than the requested number of dark fiber strands are available on the requested route. Nothing herein shall be construed to limit Level 3's ability to challenge, at the Commission, BellSouth's determination that dark fiber is unavailable.

- 2.8.6.3.5 If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to Level 3 within twenty (20) business days after Level 3 submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable Level 3 to connect Level 3 provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.

2.9 **Loop Makeup**

2.9.1 **Description of Service**

- 2.9.1.1 BellSouth shall make available to Level 3 LMU information so that Level 3 can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Level 3 intends to install and the services Level 3 wishes to provide. This section addresses LMU as a preordering transaction, distinct from Level 3 ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.
- 2.9.1.2 BellSouth will provide Level 3 LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.
- 2.9.1.3 BellSouth's LMU information is provided to Level 3 as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.
- 2.9.1.4 BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.
- 2.9.1.5 Level 3 may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop as long as that advanced services equipment does not significantly degrade other services on the BellSouth network. The issue of significant degradation by advanced services equipment will be resolved in accordance with FCC rule 51.233. The determination shall be made solely by Level 3 and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite

line conditioning. The LMU data is provided for informational purposes only and does not guarantee Level 3's ability to provide advanced data services over the ordered Loop type. Further, if Level 3 orders Loops that do not require a specific facility medium (i.e. copper only) or Loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible Loops) and that are not inventoried as advanced services Loops, the LMU information for such Loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Level 3 is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

2.9.2 **Submitting Loop Makeup Service Inquiries**

2.9.2.1 Level 3 may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through BellSouth's OSS interfaces. After obtaining the Loop information from the mechanized LMU process, if Level 3 needs further Loop information in order to determine Loop service capability, Level 3 may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.

2.9.2.2 Manual LMUSIs shall be submitted according to the guidelines in the LMU CLEC Information Package, incorporated herein by reference, as it may be amended from time to time, which can be found at the following BellSouth website: <http://interconnection.bellsouth.com/guides/html/unes.html> . The service interval for the return of a Manual LMUSI is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, Level 3 may reserve up to ten (10) Loop facilities. For a Manual LMUSI, Level 3 may reserve up to three (3) Loop facilities.

2.9.3.2 Level 3 may reserve facilities for up to four (4) business days for each facility requested through LMU from the time the LMU information is returned to Level 3. During and prior to Level 3 placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If Level 3 does not submit an LSR for a UNE service on a reserved facility within the four (4)-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

2.9.3.3 Charges for preordering Manual LMUSI or Mechanized LMU are separate from any charges associated with ordering other services from BellSouth.

2.9.3.4 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. Level 3 will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, Level 3 does not reserve facilities upon an initial LMUSI, Level 3's placement of an order for an advanced

data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A of this Attachment.

- 2.9.3.5 Where Level 3 has reserved multiple Loop facilities on a single reservation, Level 3 may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Level 3, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by Level 3.

3 Line Sharing

3.1 General

- 3.1.1 Line Sharing is defined as the process by which Level 3 provides digital subscriber line service over the same copper loop that BellSouth uses to provide voice service, with BellSouth using the low frequency portion of the loop and Level 3 using the high frequency spectrum (as defined below) of the loop.
- 3.1.2 Line Sharing arrangements in service as of October 1, 2003, will be grandfathered until the earlier of the date the End User discontinues or moves service with Level 3. Grandfathered arrangements pursuant to this Section will be billed at the rates set forth in Exhibit A.
- 3.1.3 For the period from October 2, 2003, through October 1, 2004, Level 3 may request new Line Sharing arrangements. For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004, the rates will be as set forth in Exhibit A. After October 1, 2004, Level 3 may not request new Line Sharing arrangements under the terms of this Agreement.
- 3.1.4 The rates set forth herein will be applied retroactively back to the date set forth in the Triennial Review Order.
- 3.1.5 As of the earlier of October 2, 2006, or the date that the End User discontinues or moves service with Level 3, all Line Sharing arrangements pursuant to Section 3.1.3 of this Attachment shall be terminated.
- 3.1.6 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Level 3 the ability to provide Digital Subscriber Line (xDSL) data services to the End User for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Level 3 shall only use

xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

- 3.1.7 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.
- 3.1.8 BellSouth will provide Loop Modification to Level 3 on an existing Loop in accordance with procedures as specified in Section 2 of this Attachment. BellSouth is not required to modify a Loop for access to the High Frequency spectrum if modification of that Loop significantly degrades BellSouth's voice service. If Level 3 requests that BellSouth modify a Loop and such modification significantly degrades the voice services on the Loop, Level 3 shall pay for the Loop to be restored to its original state.
- 3.1.9 Line Sharing shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and Level 3 desires to continue providing xDSL service on such Loop, Level 3 shall be required to purchase a full stand-alone Loop UNE. To the extent commercially practicable, BellSouth shall give Level 3 notice in a reasonable time prior to disconnect, which notice shall give Level 3 an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the End User and Level 3 purchases the full stand-alone Loop, Level 3 may elect the type of Loop it will purchase. Level 3 will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A to this Attachment. In the event Level 3 purchases a voice grade Loop, Level 3 acknowledges that such Loop may not remain xDSL compatible.
- 3.1.10 If Level 3 reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, BellSouth will charge Level 3 for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. The rates charged for no trouble found (NTF) shall be as set forth in Exhibit A of this Attachment.
- 3.1.11 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.

3.2 **Provisioning of Line Sharing and Splitter Space**

- 3.2.1 BellSouth will provide Level 3 with access to the High Frequency Spectrum as follows:

- 3.2.1.1 To order High Frequency Spectrum on a particular Loop, Level 3 must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the End User of such Loop.
- 3.2.1.2 Level 3 may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of Level 3's submission of an error free Line Splitter Ordering Document (LSOD) to the BellSouth Complex Resale Support Group.
- 3.2.1.3 Once a splitter is installed on behalf of Level 3 in a central office in which Level 3 is located, Level 3 shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and Level 3 shall pay the electronic or manual ordering charges as applicable when Level 3 orders High Frequency Spectrum for End User service.
- 3.2.1.4 BellSouth shall test the data portion of the Loop to ensure the continuity of the wiring for Level 3's data.

3.3 **BellSouth Provided Splitter – Line Sharing**

- 3.3.1 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Level 3 access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to Level 3's xDSL equipment in Level 3's collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, BellSouth will provide Level 3 with a carrier notification letter, informing Level 3 of change. Level 3 shall purchase ports on the splitter in increments of eight (8), twenty-four (24), or ninety-six (96) ports in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina. Level 3 shall purchase ports on the splitter in increments of twenty-four (24) or ninety-six (96) ports in Tennessee.
- 3.3.2 BellSouth will install the splitter in (i) a common area close to Level 3's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Level 3's DS0 termination point as possible. Level 3 shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for Level 3 on the main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified Level 3 DS0 at such time that a Level 3 End User's service is established.

3.4 **CLEC Provided Splitter – Line Sharing**

- 3.4.1 Level 3 may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. Level 3 may use such splitters for access to its customers and to provide digital line subscriber services to its customers

using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

- 3.4.2 Any splitters installed by Level 3 in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Level 3 may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

3.5 **Ordering – Line Sharing**

- 3.5.1 Level 3 shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.
- 3.5.2 BellSouth will provide Level 3 the LSR format to be used when ordering the High Frequency Spectrum.
- 3.5.3 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.
- 3.5.4 BellSouth will provide Level 3 access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and Level 3 shall pay the rates for such services, as described in Exhibit A.

3.6 **Maintenance and Repair – Line Sharing**

- 3.6.1 Level 3 shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. If Level 3 is using a BellSouth owned splitter, Level 3 may access the Loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack. If Level 3 provides its own splitter, it may test from the collocation space or the Termination Point.
- 3.6.2 BellSouth will be responsible for repairing voice services and the physical line between the NID at the customer's premises and the Termination Point. Level 3 will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.6.3 Level 3 shall inform its End Users to direct data problems to Level 3, unless both voice and data services are impaired, in which event the End Users should call BellSouth.
- 3.6.4 Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.

- 3.6.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to Level 3, BellSouth will notify Level 3. Level 3 will provide at least one but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, Level 3 will provide BellSouth an LSR with the new CFA pair information within twenty-four (24) hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue Level 3's access to the High Frequency Spectrum on such Loop. BellSouth will not be responsible for any loss of data as a result of this action.

3.7 **Line Splitting**

- 3.7.1 Line splitting allows a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.
- 3.7.2 In the event Level 3 provides its own switching or obtains switching from a third party, Level 3 may engage in line splitting arrangements with another CLEC using a splitter, provided by Level 3, in a Collocation Arrangement at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.7.3 Where Level 3 is purchasing a UNE-port and a UNE-loop, BellSouth shall offer line splitting pursuant to the following sections in this Attachment.
- 3.7.4 Level 3 shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if Level 3 will not provide voice and data services.
- 3.7.5 End Users currently receiving voice service from a Voice CLEC through a UNE-P may be converted to Line Splitting arrangements by Level 3 or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, a UNE port, two collocation cross connects and the high frequency spectrum line activation. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, port, and one collocation cross connection.
- 3.7.6 When End Users on Loops using High Frequency Spectrum CO Based line sharing service are converted to Line Splitting, BellSouth will discontinue billing Level 3 for the High Frequency Spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of Level 3 or its authorized agent to determine if the Loop is compatible for Line Splitting Service. Level 3 or its authorized agent may use the existing Loop unless it is not compatible with the Data LEC's data

service and Level 3 or its authorized agent submits an LSR to BellSouth to change the Loop.

3.8 **Provisioning Line Splitting and Splitter Space**

- 3.8.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When Level 3 or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the 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; the high frequency spectrum line activation, and a splitter. The Loop and port cannot be a Loop and port combination (i.e. UNE-P), but must be individual stand-alone Network Elements. When BellSouth owns the splitter, Line Splitting requires the following: a non designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.
- 3.8.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 3.8.3 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement, BellSouth Retail Voice Service, BellSouth High Frequency Spectrum (CO Based) Line Sharing.
- 3.8.4 For other migration scenarios to line splitting, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same Loop.

3.9 **Ordering – Line Splitting**

- 3.9.1 Level 3 shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation CFA for use with Line Splitting.
- 3.9.2 BellSouth shall provide Level 3 the LSR format to be used when ordering Line Splitting service.
- 3.9.3 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.
- 3.9.4 BellSouth will provide Level 3 access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and Level 3 shall pay the rates for such services as described in Exhibit A.
- 3.9.5 BellSouth will provide Loop modification to Level 3 on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. High

Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at:

<http://www.interconnection.bellsouth.com/html/unes.html>. Nonrecurring rates for this offering are as set forth in Exhibit A of this Attachment.

3.10 Maintenance – Line Splitting

3.10.1 BellSouth will be responsible for repairing voice services and the physical loop between the NID at the customer's premises and the termination point. Level 3 will be responsible for maintaining the voice and data services. Each Party will be responsible for maintaining its own equipment.

3.10.2 Level 3 shall inform its End Users to direct all problems to Level 3 or its authorized agent.

3.10.3 If Level 3 is not the data provider, Level 3 shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the data provider.

4 Local Switching

4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in the Sections below to Level 3 for the provision of a telecommunications service.

4.2 Local Circuit Switching Capability, including Tandem Switching Capability

4.2.1 Local circuit switching capability is defined as all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local circuit switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions.

4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Level 3 when Level 3: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that Level 3 is serving any End User as described in (2) above as of October 2, 2003, such

arrangement may not remain in place any longer than April 1, 2004, after which such arrangement must be terminated by Level 3 or BellSouth shall convert such arrangement to tariff pricing. The filing of this Agreement with the applicable Commission shall constitute the filing of the joint transition plan specified by the FCC.

- 4.2.3 Rates for unbundled switching at the DS1 level and above or for combinations with unbundled switching at the DS1 level and above provisioned prior to the Effective Date of this Agreement shall be those rates set forth in Exhibit A of this Attachment until April 1, 2004.
- 4.2.4 Local Switching that is not required to be provided as a UNE will be provided pursuant to a separate agreement or a tariff, at BellSouth's discretion.
- 4.2.5 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.
- 4.2.6 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to Level 3's End User local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
- 4.2.7 Provided that Level 3 purchases unbundled local switching from BellSouth and uses the BellSouth Carrier Identification Code (CIC) for its End Users' Local Preferred Interexchange Carrier (LPIC) or if a BellSouth local End User selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a Level 3 local End User, or originated by a BellSouth local End User and terminated to a Level 3 local End User, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a Party other than BellSouth). For such calls, BellSouth will charge Level 3 the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Inter-carrier compensation for local calls between BellSouth and Level 3 shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website.
- 4.2.8 Where Level 3 purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its End Users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a Level 3 End User and terminate within the basic local calling area or within the extended local calling areas and that are dialed using seven (7) or ten (10) digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs (GSST). For such local calls, BellSouth will charge Level 3 the UNE elements for the BellSouth facilities utilized. Inter-carrier compensation for local calls between BellSouth and Level 3 shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's website.

4.2.9 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Level 3 the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges as appropriate.

4.2.10 **Unbundled Port Features**

4.2.10.1 Charges for Unbundled Port are as set forth in Exhibit A, and as specified in such exhibit, may or may not include individual features.

4.2.10.2 Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.

4.2.10.3 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

4.2.10.4 BellSouth will provide to Level 3 selective routing of calls to a requested Operator System platform pursuant to this Attachment. Any other routing requests by Level 3 will be made pursuant to the BFR/NBR Process as set forth in Attachment 11.

4.2.11 **Remote Call Forwarding**

4.2.11.1 As an option, BellSouth shall make available to Level 3 an unbundled port with Remote Call Forwarding capability (URCF service). URCF service combines the functionality of unbundled local switching, tandem switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. When ordering URCF service, Level 3 will ensure that the following conditions are satisfied:

4.2.11.1.1 That the End User of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such End User is different from the URCF service End User);

4.2.11.1.2 That the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service;

4.2.11.1.3 That the URCF service will not be utilized to forward calls to another URCF or similar service; and

4.2.11.1.4 That the forward-to number (service) is not a public safety number (e.g. 911, fire or police number).

4.2.11.2 In addition to the charge for the URCF service port, BellSouth shall charge Level 3 the rates set forth in Exhibit A for unbundled local switching, tandem switching, and common transport, including all associated usage incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward-to number (service).

4.2.12 Provision for Local Switching

- 4.2.12.1 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 4.2.12.2 BellSouth shall control congestion points such as those caused by radio station call-ins and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 4.2.12.3 BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 4.2.12.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to Level 3 all Advanced Intelligent Network (AIN) triggers in connection with its SMS/SCE offering.
- 4.2.12.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by Level 3.

4.2.13 Local Switching Interfaces.

- 4.2.13.1 Level 3 shall order ports and associated interfaces compatible with the services it wishes to provide as listed in Exhibit A. BellSouth shall provide the following local switching interfaces:
 - 4.2.13.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 4.2.13.1.2 Coin phone signaling;
 - 4.2.13.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;
 - 4.2.13.1.4 Two-wire analog interface to PBX;
 - 4.2.13.1.5 Four-wire analog interface to PBX;
 - 4.2.13.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
 - 4.2.13.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;

- 4.2.13.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 4.2.13.1.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 4.2.14 All End Users of Level 3 who have service provisioned via 4-Wire ISDN DS1 Port with E911 Locator Capability shall physically be located in the E911 Tandem Switch service area.
- 4.2.15 Level 3 shall pass its End User's telephone number to BellSouth over the Primary Interface (PRI) trunk group via ANI or via direct Centralized Automated Message Accounting (CAMA) trunks to the appropriate E911 tandem switch.
- 4.2.16 Level 3 shall maintain the individual telephone number and the correct corresponding address/location data, including maintaining the End User listed address as the actual physical End User location in the E911 Automatic Location Identification (ALI) Database.
- 4.2.17 Level 3 will be responsible and liable for any errors resulting from the submission of invalid telephone number and address/location data for the CLEC's End Users.

4.3 **Tandem Switching**

- 4.3.1 The Tandem Switching capability Network Element is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.
- 4.3.1.1 Where Level 3 utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.

4.3.2 Technical Requirements

- 4.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telcordia TR-TSY-000540 Issue 2R2, Tandem Supplement, June 1, 1990. The requirements for Tandem Switching include but are not limited to the following:
 - 4.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
 - 4.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by Level 3 and BellSouth;
 - 4.3.2.1.3 Where applicable, Tandem Switching shall provide AIN triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
 - 4.3.2.1.4 Where applicable, Tandem Switching shall provide access to Toll Free number database;
 - 4.3.2.1.5 Tandem Switching shall provide connectivity to Public Safety Answering Point (PSAP)s where 911 solutions are deployed and the tandem is used for 911; and
 - 4.3.2.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.
- 4.3.2.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to Level 3.
- 4.3.2.3 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 4.3.2.4 Tandem Switching shall process originating toll free traffic received from Level 3's local switch.
- 4.3.2.5 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element to the extent such Tandem Switch has such capability.
- 4.3.3 Upon Level 3's purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for Level 3's traffic overflowing from direct end office high usage trunk groups.
- 4.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**

- 4.4.1 Where BellSouth provides local switching to Level 3, BellSouth will provide AIN Selective Carrier Routing (AIN SCR) at the request of Level 3. AIN SCR will provide Level 3 with the capability of routing operator calls, 0+ and 0- and 0+ NPA Local Numbering Plan Area (LNPA), 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.
- 4.4.2 Level 3 shall order AIN SCR through its Account Team and/or Local Contract Manager. AIN SCR must first be established regionally and then on a per central office per state basis.
- 4.4.3 AIN SCR is not available in DMS 10 switches.
- 4.4.4 Where AIN SCR is utilized by Level 3, the routing of Level 3's End User calls shall be pursuant to information provided by Level 3 and stored in BellSouth's AIN SCR Service Control Point database. AIN SCR shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an "as needed" basis. The same LCCs will be assigned in each central office where AIN SCR is established.
- 4.4.5 Upon ordering AIN SCR Regional Service, Level 3 shall remit to BellSouth the Regional Service Order nonrecurring charges set forth in Exhibit A of this Attachment. There shall be a nonrecurring End Office Establishment Charge per office due at the addition of each central office where AIN SCR will be utilized. Said nonrecurring charge shall be as set forth in Exhibit A of this Attachment. For each Level 3 End User activated, there shall be a nonrecurring End User Establishment charge as set forth in Exhibit A of this Attachment. Level 3 shall pay the AIN SCR Per Query Charge set forth in Exhibit A of this Attachment.
- 4.4.6 This Regional Service Order nonrecurring charge will be non-refundable and will be paid with one half due up-front with the submission of all fully completed required forms including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN SCRSCR Order Request - Form B, AIN SCR Central Office Identification Form - Form C, AIN SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has thirty (30) calendar days to respond to Level 3's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to Level 3, BellSouth considers that the delivery schedule of this service commences. The remaining half of the Regional Service Order payment must be paid when at least ninety (90) percent of the Central Offices listed on the original order have been turned up for the service.
- 4.4.7 The nonrecurring End Office Establishment Charge will be billed to Level 3 following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The nonrecurring End-User

Establishment Charges will be billed to Level 3 following BellSouth's normal monthly billing cycle for this type of order.

4.4.9 Additionally, the AIN SCR Per Query Charge will be billed to Level 3 following the normal billing cycle for per query charges.

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

4.5 Selective Call Routing Using Line Class Codes (SCR-LCC)

4.5.1 Where Level 3 purchases unbundled local switching from BellSouth and utilizes an operator services provider other than BellSouth, BellSouth will route Level 3's End User calls to that provider through Selective Call Routing.

4.5.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for Level 3 to have its Operator Call Processing/Directory Assistance (OCP/DA) calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

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

4.5.4 Where available, Level 3 specific and unique LCCs are programmed in each BellSouth end office switch where Level 3 intends to serve End Users with customized OCP/DA branding. The LCCs specifically identify Level 3's End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional LCCs are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Level 3 intends to provide Level 3 -branded OCP/DA to its End Users in these multiple rate areas.

4.5.5 SCR-LCC supporting Custom Branding and Self Branding require Level 3 to order dedicated trunking from each BellSouth end office identified by Level 3, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Level 3 Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for DA. Rates for trunks are set forth in applicable BellSouth tariffs.

4.5.6 Unbranding - Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by Level 3 to the BellSouth TOPS.

4.5.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each LCC in each BellSouth central

office. Furthermore, for Unbranded and Custom Branded OCP/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OCP/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

5 Unbundled Network Element Combinations

5.1 For purposes of this Section, references to “Currently Combined” Network Elements shall mean that the particular Network Elements requested by Level 3 are in fact already combined by BellSouth in the BellSouth network. References to “Ordinarily Combined” Network Elements shall mean that the particular Network Elements requested by Level 3 are not already combined by BellSouth in the location requested by Level 3 but are elements that are typically combined in BellSouth’s network. References to “Not Typically Combined” Network Elements shall mean that the particular Network Elements requested by Level 3 are not elements that BellSouth combines for its use in its network.

5.1.1 Upon request, BellSouth shall perform the functions necessary to combine unbundled Network Elements in any manner, even if those elements are not ordinarily combined in BellSouth’s network, provided that such combination is technically feasible and will not undermine the ability of other carriers to obtain access to unbundled Network Elements or to interconnect with BellSouth’s network.

5.2 Enhanced Extended Links (EELs)

5.2.1 EELs are combinations of unbundled Loops and unbundled dedicated transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide Level 3 with EELs where the underlying UNEs are available and in all instances where the requesting carrier meets the eligibility requirements, if applicable.

5.2.2 High-capacity EELs are combinations of loop and transport UNEs or commingled loop and transport facilities at the DS1 and/or DS3 level as described in 47 CFR 51.318(b). High-capacity EELs must comply with the service eligibility requirements set forth in 5.2.4 below.

5.2.3 By placing an order for a high-capacity EEL, Level 3 thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth shall have the right to audit Level 3’s high-capacity EELs as specified below.

5.2.4 If a high-capacity EEL or Ordinarily Combined Network Element is not readily available but can be made available through routine network modifications, as

provided by Section 1.8.2 of this Attachment. Level 3 may request BellSouth to perform such routine network modifications. The request may not be used to place fiber.

5.2.5 Service Eligibility Criteria

5.2.5.1 Level 3 must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

5.2.5.1.1 Level 3 has received state certification to provide local voice service in the area being served;

5.2.5.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

5.2.5.2.1 1) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;

5.2.5.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;

5.2.5.2.3 3) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;

5.2.5.2.4 4) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 CFR 51.318(c);

5.2.5.2.5 5) Each circuit to be provided to each End User will be served by an interconnection trunk over which Level 3 will transmit the calling party's number in connection with calls exchanged over the trunk;

5.2.5.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, Level 3 will have at least one (1) active DS1 local service interconnection trunk over which Level 3 will transmit the calling party's number in connection with calls exchanged over the trunk;

5.2.5.2.7 7) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.

5.2.6 BellSouth may, on an annual basis, audit Level 3's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that Level 3 failed to comply with the service eligibility criteria, Level 3 must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In

the event the auditor's report concludes that , Level 3 did not comply in any material respect with the service eligibility criteria, Level 3 shall reimburse BellSouth for the reasonable and demonstrable cost of the independent auditor. To the extent the auditor's report concludes that Level 3 did comply in all material respects with the service eligibility criteria, BellSouth will reimburse Level 3 for its reasonable and demonstrable costs associated with the audit. Level 3 will maintain appropriate documentation to support its certifications.

- 5.2.7 In the event Level 3 converts special access services to UNEs, Level 3 shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5.3 UNE Port/Loop Combinations

- 5.3.1 Combinations of port and loop unbundled Network Elements along with switching and transport unbundled Network Elements provide local exchange service for the origination or termination of calls. Port/loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.
- 5.3.2 BellSouth is not required to provide combinations of port and loop Network Elements on an unbundled basis in locations where, pursuant to FCC and Commission rules, BellSouth is not required to provide local circuit switching as an unbundled Network Element.
- 5.3.3 BellSouth shall not be required to provide local circuit switching as a UNE in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to Level 3 if Level 3's customer has four (4) or more DS0 equivalent lines.
- 5.3.4 BellSouth shall not be required to provide local circuit switching as a UNE or combination of UNEs if the End User is being served by a BellSouth DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that Level 3 is serving any End User as described above as of October 2, 2003, such arrangement may not remain in place any longer than April 1, 2004, after which such arrangement must be terminated by Level 3 or BellSouth shall convert such arrangement to tariff pricing. The filing of this Agreement with the applicable Commission shall constitute the filing of the joint transition plan specified by the FCC.
- 5.3.5 BellSouth shall make 911 updates in the BellSouth 911 database for Level 3's UNE port/Loop combinations. BellSouth will not bill Level 3 for 911 surcharges.

Level 3 is responsible for paying all 911 surcharges to the applicable governmental agency.

5.4 Rates

- 5.4.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the rates associated with such combinations. Such rates should be in accordance with applicable law. Where a Currently Combined combination is not specifically set forth in Exhibit A, the rate for such Currently Combined combination of Network Elements shall be the sum of the recurring rates for those individual Network Elements in addition to the applicable non-recurring switch-as-is charge set forth in Exhibit A.
- 5.4.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the non-recurring and recurring charges for those combinations. Such rates should be in accordance with applicable law. Where an Ordinarily Combined combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined combination of Network Elements shall be the sum of the recurring and non-recurring rates for those individual Network Elements as set forth in Exhibit A.
- 5.4.3 Except as set forth in this Section 5, BellSouth shall provide UNE port/loop combinations specifically set forth in Exhibit A that are Currently Combined or Ordinarily Combined in BellSouth's network at the cost-based rates in Exhibit A.
- 5.4.4 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to Level 3 in addition to those specifically referenced in this Section 5 above, where available. To the extent Level 3 requests a combination for which BellSouth does not have rates and methods and procedures in place to provide such combination, rates and/or methods and procedures for such combination will be developed pursuant to the BFR/NBR process.

6 Transport, Channelization and Dark Fiber

6.1 Transport

- 6.1.1 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rules 51.311, 51.319, and Section 251(c)(3) of the Act to interoffice transmission facilities described in this Section 6 on an unbundled basis to Level 3 for the provision of a qualifying service, as set forth herein.
- 6.1.1.1 Dedicated Transport is defined as BellSouth's interoffice transmission facilities, dedicated to a particular customer or carrier that Level 3 uses for transmission between wire centers or switches owned by BellSouth and within the same LATA, including those instances where BellSouth has local switching equipment, "reverse collocated" in a non-BellSouth premise, as defined by the FCC rules.

- 6.1.1.2 Dark Fiber Transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics, between wire centers or switches owned by BellSouth and within the same LATA;
- 6.1.1.3 Common (Shared) Transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.
- 6.1.1.3.1 Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing unbundled Local Circuit Switching to Level 3.
- 6.1.2 BellSouth shall:
 - 6.1.2.1 Provide Level 3 exclusive use of Dedicated Transport to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
 - 6.1.2.2 Provide all technically feasible features, functions, and capabilities of the transport facility;
 - 6.1.2.3 Permit, to the extent technically feasible, Level 3 to connect such interoffice facilities to equipment designated by Level 3, including but not limited to, Level 3's collocated facilities; and
 - 6.1.2.4 Permit, to the extent technically feasible, Level 3 to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 6.1.3 Technical Requirements of Common (Shared) Transport
 - 6.1.3.1 Common (Shared) Transport provided on DS1, DS3, and STS-1 circuits shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office (CO to CO) connections in the applicable industry standards.
 - 6.1.3.2 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
 - 6.1.3.3 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

6.2 **Dedicated Transport**

- 6.2.1 BellSouth shall offer Dedicated Transport in each of the following ways:
 - 6.2.1.1 As capacity on a shared UNE facility.
 - 6.2.1.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Level 3.
- 6.2.2 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
- 6.2.3 Level 3 may obtain a maximum of twelve (12) unbundled dedicated DS3 circuits, or their equivalent, for any single route at the UNE rates set forth in Exhibit A for which dedicated DS3 transport is available as unbundled transport. Additional capacity may be purchased pursuant to the rates, terms and conditions as set forth in the applicable tariff. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 6.2.4 Any request to re-terminate one end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in Exhibit A shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.
- 6.2.5 If Dedicated Transport is not readily available but can be made available through routine network modifications, as defined in Section 1.8.2 of this Attachment. Level 3 may request BellSouth to perform such routine network modifications. The request may not be used to place fiber.
- 6.2.6 Technical Requirements
 - 6.2.6.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Level 3 designated traffic.
 - 6.2.6.2 For DS1 or 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 applicable industry standards.
 - 6.2.6.3 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 6.2.6.3.1 DS0 Equivalent;
 - 6.2.6.3.2 DS1;
 - 6.2.6.3.3 DS3; and

- 6.2.6.3.4 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 6.2.6.4 BellSouth shall design Dedicated Transport according to its network infrastructure. Level 3 shall specify the termination points for Dedicated Transport.
- 6.2.6.5 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
- 6.2.6.6 BellSouth Technical References:
 - 6.2.6.6.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
 - 6.2.6.6.2 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.
 - 6.2.6.6.3 TR 73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.3 Unbundled Channelization (Multiplexing)

- 6.3.1 Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) UNE or collocation cross connect to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross connect system at the discretion of BellSouth. Once UC has been installed, Level 3 may request channel activation on an as needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.
- 6.3.2 BellSouth shall make available the following channelization systems and interfaces:
 - 6.3.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following Central Office Channel Interfaces (COCI) are available: Voice Grade, Digital Data and ISDN.
 - 6.3.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
 - 6.3.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

6.3.2.4 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as an optional feature on DS1 facilities.

6.3.3 Technical Requirements

6.3.3.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, Level 3's channelization equipment must adhere strictly to form and protocol standards. Level 3 must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

6.3.3.2 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995

6.4 Dark Fiber Transport

6.4.1 Dark Fiber Transport is strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Level 3 to utilize Dark Fiber Transport.

6.4.2 If Dark Fiber Transport is not readily available but can be made available through routine network modifications, as defined in Section 1.8.2 of this Attachment. Level 3 may request BellSouth to perform such routine network modifications. The request may not be used to place fiber.

6.4.3 Requirements

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

6.4.3.2 Level 3 is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.

6.4.3.3 BellSouth shall use its best efforts to provide to Level 3 information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from Level 3. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.

- 6.4.3.4 If Bell South determines that Dark Fiber Transport is not available over a particular route, in its response, and upon receipt of acceptable non-disclosure agreement from Level 3, Bell South will provide information regarding: (i) the number of dark fiber strands reserved for maintenance purposes, (ii) the number of fiber strands reserved for Bell South's firm customer orders, (iii) the number of fiber strands otherwise not available for one of the reasons provided in section 6.4.3.1 above, and (iv) the total number of strands on the requested route. In this response, Bell South shall also inform Level 3 if a routine network modification could be implemented to make dark fiber available along the requested route. In its response, Bell South will inform Level 3 if fewer than the requested number of dark fiber strands are available on the requested route. Nothing herein shall be construed to limit Level 3's ability to challenge, at the Commission, BellSouth's determination that dark fiber is unavailable.
- 6.4.3.5 If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to Level 3 within twenty (20) business days after Level 3 submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., LGX) to enable Level 3 to connect Level 3 provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

7 Databases

- 7.1 Call Related Databases are the databases set forth in this Attachment, other than OSS, that are used in signaling networks for billing and collection, or the transmission, routing or other provision of a telecommunications service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, Line Information Database (LIDB), Signaling, Signaling Link Transport, Signaling Transfer Points, SS7 AIN Access, Service Control Point\Databases, Local Number Portability Databases, SS7 Network Interconnection, and Calling Name (CNAM) Database Service at the prices set forth herein where BellSouth is required to provide and is providing unbundled access to local circuit switching to Level 3. Notwithstanding the foregoing, Bell South shall provide Level 3 with non-discriminatory access to 911 and E911 databases on an unbundled basis as required by FCC rule 51.319(f) in accordance with Section 11 of this Attachment.
- 7.2 To the extent unbundled local circuit switching is converted to market based switching pursuant to Section 4.2.2 of this Attachment, BellSouth may, at its discretion, provide access to BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Link Transport, Signaling Transfer Points, SS7 AIN Access, Service Control Point\Databases, Local Number Portability Databases, SS7 Network Interconnection, Calling Name (CNAM) at market based rates pursuant to a separate agreement or tariff.

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

- 8.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At Level 3's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Level 3.
- 8.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

9 Line Information Database

- 9.1 LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Level 3 must purchase appropriate signaling links pursuant to Section 10 of this Attachment. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.
- 9.2 Technical Requirements
- 9.2.1 BellSouth will offer to Level 3 any additional capabilities that are developed for LIDB during the life of this Agreement.
- 9.2.2 BellSouth shall process Level 3's customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Level 3 what additional functions (if any) are performed by LIDB in the BellSouth network.
- 9.2.3 Within two (2) weeks after a request by Level 3, BellSouth shall provide Level 3 with a list of the customer data items, which Level 3 would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

- 9.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.
- 9.2.5 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed twelve (12) hours per year.
- 9.2.6 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.
- 9.2.7 All additions, updates and deletions of Level 3 data to the LIDB shall be solely at the direction of Level 3. Such direction from Level 3 will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 9.2.8 BellSouth shall provide priority updates to LIDB for Level 3 data upon Level 3's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 9.2.9 BellSouth shall provide LIDB systems such that no more than 0.01% of Level 3 customer records will be missing from LIDB, as measured by Level 3 audits. BellSouth will audit Level 3 records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated Level 3 contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to Level 3 within one (1) business day of audit. Once reconciled records are received back from Level 3, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact Level 3 to negotiate a time frame for the updates, not to exceed three business days.
- 9.2.10 BellSouth shall perform backup and recovery of all of Level 3's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis; and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 9.2.11 BellSouth shall provide Level 3 with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Level 3 and BellSouth.
- 9.2.12 BellSouth shall prevent any access to or use of Level 3 data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Level 3 in writing.
- 9.2.13 BellSouth shall provide Level 3 performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query

originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Level 3 at least at parity with BellSouth Customer Data. BellSouth shall obtain from Level 3 the screening information associated with LIDB Data Screening of Level 3 data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Level 3 under the BFR/NBR process as set forth in Attachment 11.

9.2.14 BellSouth shall accept queries to LIDB associated with Level 3 customer records and shall return responses in accordance with industry standards.

9.2.15 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

9.2.16 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

9.3 Interface Requirements

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

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

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

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

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

10 Signaling

10.1 BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling

systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

10.2 **Signaling Link Transport**

10.2.1 Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between Level 3 designated Signaling Points of Interconnection that provide appropriate physical diversity.

10.2.2 **Technical Requirements**

10.2.3 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:

10.2.3.1 As an “A-link” Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and

10.2.3.2 As a “B-link” Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs).

10.2.4 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

10.2.4.1 An A-link layer shall consist of two (2) links.

10.2.4.2 A B-link layer shall consist of four (4) links.

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

10.2.4.4 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and

10.2.4.5 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

10.2.5 **Interface Requirements**

10.2.5.1 There shall be a DS1 (1.544 Mbps) interface at Level 3’s designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

10.3 **Signaling Transfer Points**

10.3.1 A STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPS) and their associated signaling links

that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

10.3.2 Technical Requirements

- 10.3.2.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. STPs also provide access to third-party local or tandem switching and third-party-provided STPs.
- 10.3.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 10.3.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a Level 3 local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Level 3 local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 10.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Level 3 or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Level 3 database, then Level 3 agrees to provide BellSouth with the Destination Point Code for Level 3 database.
- 10.3.2.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).
- 10.3.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Level 3 or third party local or tandem switching system

directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

10.4 SS7

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

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

10.4.3 Interface Requirements

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

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

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

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

10.4.3.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

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

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

10.4.4 Message Screening

- 10.4.4.1 BellSouth shall set message screening parameters so as to accept valid messages from Level 3 local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Level 3 switching system has a valid signaling relationship.
- 10.4.4.2 BellSouth shall set message screening parameters so as to pass valid messages from Level 3 local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Level 3 switching system has a valid signaling relationship.
- 10.4.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Level 3 from any signaling point or network interconnected through BellSouth's SS7 network where the Level 3 SCP has a valid signaling relationship.

10.5 **Service Control Points (SCP)/Databases**

- 10.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 10.5.2 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.
- 10.5.3 **Technical Requirements for SCPs/Databases**
 - 10.5.3.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
 - 10.5.3.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
 - 10.5.3.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

10.6 **Local Number Portability Database**

- 10.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms

and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

10.7 **SS7 Network Interconnection**

- 10.7.1 SS7 Network Interconnection is the interconnection of Level 3 local signaling transfer point switches or Level 3 local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Level 3 local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 10.7.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Level 3 or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 10.7.3 If traffic is routed based on dialed or translated digits between a Level 3 local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Level 3 local signaling transfer point switches and BellSouth or other third-party local switch.
- 10.7.4 SS7 Network Interconnection shall provide:
- 10.7.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 10.7.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 10.7.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 10.7.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Level 3 local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Level 3 local STPs and shall not include SCCP Subsystem Management of the destination.

- 10.7.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.
- 10.7.7 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 10.7.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 10.7.9 Interface Requirements
- 10.7.9.1 The following SS7 Network Interconnection interface options are available to connect Level 3 or Level 3-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
- 10.7.9.1.1 A-link interface from Level 3 local or tandem switching systems; and
- 10.7.9.1.2 B-link interface from Level 3 STPs.
- 10.7.9.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 10.7.9.3 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 10.7.9.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 10.7.9.5 BellSouth shall set message screening parameters to accept messages from Level 3 local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Level 3 switching system has a valid signaling relationship.
- 11 Automatic Location Identification/Data Management System (ALI/DMS)**
- 11.1 The ALI/DMS Database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Level 3 will be required to provide BellSouth daily updates to E911 database. Level 3 shall also be responsible for providing BellSouth with complete and accurate data

for submission to the 911/E911 database for the purpose of providing 911/E911 service to its End Users.

11.2 Technical Requirements

- 11.2.1 BellSouth shall provide Level 3 the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Level 3 after Level 3 provides End User information for input into the ALI/DMS database.
- 11.2.2 Level 3 shall conform to the National Emergency Number Association (NENA) recommended standards for LNP and updating the ALI/DMS database.

12 Calling Name Database Service

- 12.1 CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides Level 3 the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.
- 12.2 Level 3 shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) calendar days prior to Level 3's access to BellSouth's CNAM Database Services and shall be addressed to Level 3's Local Contract Manager.
- 12.3 BellSouth's provision of CNAM Database Services to Level 3 requires interconnection from Level 3 to BellSouth CNAM SCPs. Such interconnections shall be established pursuant to Attachment 3 of this Agreement.
- 12.4 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Level 3 shall provide its own CNAM SSP. Level 3's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 12.5 If Level 3 elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Level 3 desires to query.
- 12.6 If Level 3 queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish

SS7 interconnection at one or more of the BellSouth Gateway STPs. The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.

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

12.8 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

12.9 Level 3 CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

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

13.1 BellSouth's SCE/SMS AIN Access shall provide Level 3 the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

13.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Level 3. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions but will not include support for the creation of a specific service application.

13.3 BellSouth SCP shall partition and protect Level 3 service logic and data from unauthorized access.

13.4 When Level 3 selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Level 3 to use BellSouth's SCE/SMS AIN Access to create and administer applications.

13.5 Level 3 access will be provided via remote data connection (e.g., dial-in, ISDN).

13.6 BellSouth shall allow Level 3 to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

14 Operational Support Systems

- 14.1 BellSouth has developed and made available electronic interfaces by which Level 3 may submit LSRs electronically.
- 14.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Exhibit A of this Attachment.
- 14.3 Denial/Restoral OSS Charge
- 14.3.1 In the event Level 3 provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.
- 14.4 Cancellation OSS Charge
- 14.4.1 Level 3 will incur an OSS charge for an accepted LSR that is later canceled.
- 14.5 Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 14.6 Network Elements and Other Services Manual Additive
- 14.6.1 The Commissions in some states have ordered per element manual additive nonrecurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A.

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEc rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEc rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEc		3.50	0.00	3.50	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.66	0.00	1.97	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE																
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
					UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	SDASP		200.00								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		12.58	37.81	17.56	23.49	5.30				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		21.05	37.81	17.56	23.49	5.30				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		34.34	37.81	17.56	23.49	5.30				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL		12.58	37.81	17.56	23.49	5.30				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL		21.05	37.81	17.56	23.49	5.30				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL		34.34	37.81	17.56	23.49	5.30				
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83							
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.16	34.16							
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.85	19.85							

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94								
		Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.44									
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.15	8.15								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.09									
		2-WIRE UNBUNDLED COPPER LOOP															
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.20	34.14	15.10	21.25	4.15						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	13.27	34.14	15.10	21.25	4.15						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	15.07	34.14	15.10	21.25	4.15						
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.33	0.83								
		Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.15									
		Unbundled Copper Loop, Non-Design Copper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.44									
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.16	34.16								
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.85	19.85								
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO		14.27	7.43								
		UNBUNDLED EXCHANGE ACCESS LOOP															
		2-WIRE ANALOG VOICE GRADE LOOP															
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.58	37.81	17.56	23.49	5.30						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.58	37.81	17.56	23.49	5.30						
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.05	37.81	17.56	23.49	5.30						
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.05	37.81	17.56	23.49	5.30						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	34.34	37.81	17.56	23.49	5.30						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	34.34	37.81	17.56	23.49	5.30						
		UNBUNDLED EXCHANGE ACCESS LOOP															
		2-WIRE ANALOG VOICE GRADE LOOP															
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.38	88.00	55.00	47.24	7.44						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	22.85	88.00	55.00	47.24	7.44						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	36.14	88.00	55.00	47.24	7.44						
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.09									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.38	88.00	55.00	47.24	7.44						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	22.85	88.00	55.00	47.24	7.44						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.14	88.00	55.00	47.24	7.44						
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.09									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36								
		Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10								
		4-WIRE ANALOG VOICE GRADE LOOP															
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	25.34	131.97	94.51	59.14	14.50						
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.58	131.97	94.51	59.14	14.50						
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.02	131.97	94.51	59.14	14.50						
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.09									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.72	36.36								

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A				
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
									First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge without outside dispatch				USL	UREWO		101.09	43.05								
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps			1	UDL	UDL19	26.09	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital 19.2 Kbps			2	UDL	UDL19	35.95	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital 19.2 Kbps			3	UDL	UDL19	37.88	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1			1	UDL	UDL56	26.09	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2			2	UDL	UDL56	35.95	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3			3	UDL	UDL56	37.88	126.27	88.80	59.14	14.50						
		Order Coordination for Specified Conversion Time (per LSR)				UDL	OCOSL		18.09									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1			1	UDL	UDL64	26.09	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2			2	UDL	UDL64	35.95	126.27	88.80	59.14	14.50						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3			3	UDL	UDL64	37.88	126.27	88.80	59.14	14.50						
		Order Coordination for Specified Conversion Time (per LSR)				UDL	OCOSL		18.09									
		CLEC to CLEC Conversion Charge without outside dispatch				UDL	UREWO		102.13	49.75								
		2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1			1	UCL	UCLPB	11.01	112.46	65.30	47.24	7.44						
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2			2	UCL	UCLPB	12.73	112.46	65.30	47.24	7.44						
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3			3	UCL	UCLPB	14.30	112.46	65.30	47.24	7.44						
		Order Coordination for Unbundled Copper Loops (per loop)				UCL	UCLMC		8.15	8.15								
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		I	1	UCL	UCLPW	11.01	91.46	54.30	47.24	7.44						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		I	2	UCL	UCLPW	12.73	91.46	54.30	47.24	7.44						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		I	3	UCL	UCLPW	14.30	91.46	54.30	47.24	7.44						
		Order Coordination for Unbundled Copper Loops (per loop)				UCL	UCLMC		8.15	8.15								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)				UCL	UREWO		97.23	42.48								
		4-WIRE COPPER LOOP																
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1			1	UCL	UCL4S	17.36	135.21	88.05	51.70	9.73						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2			2	UCL	UCL4S	20.76	135.21	88.05	51.70	9.73						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3			3	UCL	UCL4S	28.21	135.21	88.05	51.70	9.73						
		Order Coordination for Unbundled Copper Loops (per loop)				UCL	UCLMC		8.15	8.15								
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		I	1	UCL	UCL4W	17.36	114.21	67.05	51.70	9.73						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		I	2	UCL	UCL4W	20.76	114.21	67.05	51.70	9.73						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		I	3	UCL	UCL4W	28.21	114.21	67.05	51.70	9.73						
		Order Coordination for Unbundled Copper Loops (per loop)				UCL	UCLMC		8.15	8.15								
		CLEC to CLEC conversion Charge without outside dispatch				UCL	UREWO		97.23	42.48								
LOOP MODIFICATION																		
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft. per Unbundled Loop		I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop		I		UHL, UCL, UEA	ULM4L		0.00	0.00								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop		I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.41	32.41								
SUB-LOOPS																		

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop Distribution															
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		244.42									
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		22.64									
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		177.45									
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		55.15									
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	11.21	65.80	30.96	45.25	6.70						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	11.94	65.80	30.96	45.25	6.70						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.86	65.80	30.96	45.25	6.70						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.46	79.03	44.19	49.71	9.07						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	16.67	79.03	44.19	49.71	9.07						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	32.57	79.03	44.19	49.71	9.07						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.27	53.01	18.17	45.25	6.70						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	5.16	59.25	24.41	49.71	9.07						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.16	34.16								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.85	19.85								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.22	65.80	30.96	45.25	6.70						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.76	65.80	30.96	45.25	6.70						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.27	65.80	30.96	45.25	6.70						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	6.11	79.03	44.19	49.71	9.07						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	12.61	79.03	44.19	49.71	9.07						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	15.36	79.03	44.19	49.71	9.07						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15								
		Loop Testing - Basic 1st Half Hour			UEF	URET1		34.16	34.16								
		Loop Testing - Basic Additional Half Hour			UEF	URETA		19.85	19.85								
		Unbundled Network Terminating Wire (UNTW)															
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.40	30.01									
		Network Interface Device (NID)															
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.23	28.38								
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		63.97	49.11								
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.87	5.87								
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.87	5.87								
		UNE OTHER, PROVISIONING ONLY - NO RATE															
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0.00	0.00									
		UNE OTHER, PROVISIONING ONLY - NO RATE															

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00								
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00								
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00								
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00								
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00								
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	8.38									
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	308.98	451.52	263.94	119.49	83.58					
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	8.38									
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	319.83	451.52	263.94	119.49	83.58					
LOOP MAKE-UP																
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		20.00	20.00							
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		21.00	21.00							
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.59	0.59							
LINE SHARING AND LINE SPLITTING																
NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:																
NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")																
NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND																
NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND																
NOTE 1: Above will apply to USOCs: ULSDT and ULSCT																
**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003																
LINE SHARING																
SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	155.97	188.79	0.00	177.98	0.00					
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	38.99	188.79	0.00	177.98	0.00					
		Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	12.73	377.58	0.00	355.96	0.00					
		Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		86.47	0.00	49.84	0.00					
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																
		Line Sharing - per Line Activation (BST Owned splitter) - OBSOLETE see **NOTE 2			ULS	ULSDC	0.61	18.51	10.60	10.01	4.92					
		Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (25% of UCLND) - please see NOTE 1 (E:10/2/2003)			ULS	ULSDT	2.80	18.51	10.60	10.01	4.92					
		Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (50% of UCLND) - please see NOTE 1 (E:10/2/2004)			ULS	ULSDT	5.60	18.51	10.60	10.01	4.92					
		Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSDT	8.40	18.51	10.60	10.01	4.92					
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter			ULS	ULSDS		16.39	8.19							
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter			ULS	ULSCS		16.39	8.19							
		Line Sharing - per Line Activation (DLEC owned Splitter) - OBSOLETE see **NOTE 2			ULS	ULSCC	0.61	47.44	19.31	20.02	9.83					

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (25% of UCLND) - please see NOTE 1 (E:10/2/2003)			ULS	ULSCT	2.80	47.44	19.31	20.02	9.83						
		Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (50% of UCLND) - please see NOTE 1 (E:10/2/2004)			ULS	ULSCT	5.60	47.44	19.31	20.02	9.83						
		Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSCT	8.40	47.44	19.31	20.02	9.83						
	LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED																
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	37.01	21.19	20.02	9.83						
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	37.01	21.19	20.02	9.83						
	MAINTENANCE																
		No Trouble Found - per 1/2 hour increments - Basic						80.00	55.00								
		No Trouble Found - per 1/2 hour increments - Overtime						120.00	82.50								
		No Trouble Found - per 1/2 hour increments - Premium						160.00	110.00								
UNBUNDLED DEDICATED TRANSPORT																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.008838										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	21.13	40.54	27.41	16.74	6.90						
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.008838										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	21.13	40.54	27.41	16.74	6.90						
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.008838										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	18.73	40.54	27.41	16.74	6.90						
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.008838										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	15.12	40.54	27.41	16.74	6.90						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.008838										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	15.12	40.54	27.41	16.74	6.90						
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.18										
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	60.16	89.27	81.81	16.35	14.44						
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.09										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	703.52	278.75	162.76	60.20	28.46						
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.09										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	701.37	278.75	162.76	60.20	28.46						
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF, UDFCX	1L5DF	23.29										
		NRC Dark Fiber - Interoffice Channel			UDF, UDFCX	UDF14		639.09	137.87	317.06	197.66						
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF, UDFCX	1L5DL	60.32										
		NRC Dark Fiber - Local Loop			UDF, UDFCX	UDFL4		639.09	137.87	317.06	197.66						

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.00056										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		2.58	0.44								
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			5.94	0.81	4.57	0.54						
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		5.94	0.81	4.57	0.54						
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		2.58	1.29								
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		3.02	1.73								
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		3.02	0.44								
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		2.58									
		8XX Access Ten Digit Screening, w/ 8FL No. Delivery			OHD		0.000565										
		8XX Access Ten Digit Screening, w/ POTS No. Delivery			OHD		0.000565										
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.00002										
		LIDB Validation Per Query			OQU		0.012002										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRBPX		34.32		42.08							
SIGNALING (CCS7)																	
		CCS7 Signaling Connection, Per 56Kbps Facility					15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	130.83										
		CCS7 Signaling Usage, Per Call Setup Message					0.0000142										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000569										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	15.46	35.53	35.53	16.44	16.44						
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000142										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	650.33										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.01	29.01	35.57	35.57						
E911 SERVICE																	
		Local Channel - Dedicated - 2-wr Voice Grade					13.97	193.10	33.17	36.64	3.20						
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.008838										
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					21.13	40.54	27.41	16.74	6.90						
		Local Channel - Dedicated - DS1 - Zone 1					35.76	177.47	153.72	22.19	15.26						
		Local Channel - Dedicated - DS1 - Zone 2					49.98	177.47	153.72	22.19	15.26						
		Local Channel - Dedicated - DS1 - Zone 3					107.63	177.47	153.72	22.19	15.26						
		Interoffice Transport - Dedicated - DS1 Per Mile					0.18										
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					60.16	89.27	81.81	16.35	14.44						
CALLING NAME (CNAM) SERVICE																	
		CNAM For DB Owners - Service Establishment			OQV			22.95		21.11							
		CNAM For Non DB Owners - Service Establishment			OQV			22.95		21.11							
		CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			990.88	732.84	268.93	197.74						
		CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			342.33	245.14	275.25	197.74						
		CNAM for DB Owners, Per Query			OQV		0.000902										
		CNAM for Non DB Owners, Per Query			OQV		0.000902										
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						84.70	84.70	14.11	14.11						
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.03	12.30	11.80	6.03	5.44						

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.03	12.30	11.80	6.03	5.44						
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		101,098.91		8,590.70							
		End Office Establishment			SRC	SRCEO		169.88	169.88	1.70	1.70						
		Query NRC, per query			SRC		0.002749										
AIN - BELL SOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		39.44	39.44	40.69	40.69						
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		7.83	7.83	9.09	9.09						
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		7.83	7.83	9.09	9.09						
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		35.00	35.00	27.06	27.06						
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		41.88	41.88	11.71	11.71						
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.002188										
		AIN SMS Access Service - Session, Per Minute					0.59										
		AIN SMS Access Service - Company Performed Session, Per Minute					0.73										
AIN - BELL SOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		39.44	39.44	40.69	40.69						
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		4,202.17	4,202.17								
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		7.83	7.83	9.09	9.09						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		7.83	7.83	9.09	9.09						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		7.83	7.83	9.09	9.09						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		34.47	34.47	14.36	14.36						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		34.47	34.47	14.36	14.36						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		34.47	34.47	14.36	14.36						
		AIN Toolkit Service - Query Charge, Per Query					0.05										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.00582										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.05										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	10.17	7.83	7.83	5.50	5.50						
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	2.87	8.66	8.66								
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	7.39	7.83	7.83	5.50	5.50						
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.10	8.66	8.66								
ENHANCED EXTENDED LINK (EELs)																	
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																	
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																	
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	
		First 2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44						
		First 2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44						
		First 2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.18										

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
		1/0 Channelization System in combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79						
		Voice Grade COCI - Per Month			UNCVX	1D1VG	0.53	6.58	4.72								
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44						
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44						
		Each Additional 2-Wire VG Loop (SL 2) in Combination - Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44						
		Voice Grade COCI - Per Month			UNCVX	1D1VG	0.53	6.58	4.72								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98						
EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50						
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50						
		First 4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.18										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
		1/0 Channel System in combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79						
		Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.53	6.58	4.72								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50						
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50						
		Additional Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.53	6.58	4.72								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98						
EXTENDED 4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50						
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50						
		First 4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50						
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.18										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
		1/0 Channel System in combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79						
		OCU-DP COCI (data) per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72								
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50						
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50						
		Additional OCU-DP COCI (data) - in combination per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98						
EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	

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

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS		Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Currently Combined Network Elements Switch -As- Is Charge			UNCVX	UNCCC		5.59	5.59	6.98	6.98					
		EXTENDED 4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT														
		4-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50					
		4-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50					
		4-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50					
		Interoffice Transport - 4-wire VG - Dedicated - Per Mile Per Month			UNCVX	1L5XX	0.008838									
		Interoffice Transport - 4-wire VG - Dedicated - Facility Termination per month			UNCVX	U1TV4	18.73	40.54	27.41	16.74	6.90					
		Nonrecurring Currently Combined Network Elements Switch -As- Is Charge			UNCVX	UNCCC		5.59	5.59	6.98	6.98					
		EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT														
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	8.38									
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	308.98	451.52	263.94	119.49	83.58					
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.09									
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	703.52	278.75	162.76	60.20	58.46					
		Nonrecurring Currently Combined Network Elements Switch -As- Is Charge			UNC3X	UNCCC		5.59	5.59	6.98	6.98					
		EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT														
		STS-1 Local Lolo in combination - per mile per month			UNCSX	1L5ND	8.38									
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	319.83	451.52	263.94	119.49	83.58					
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.09									
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	701.37	278.75	162.76	60.20	58.46					
		Nonrecurring Currently Combined Network Elements Switch -As- Is Charge			UNCSX	UNCCC		5.59	5.59	6.98	6.98					
		EXTENDED 2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT														
		First 2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54					
		First 2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54					
		First 2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54					
		Interoffice Transport - Dedicated - DS1 combination - per mile per month			UNC1X	1L5XX	0.18									
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44					
		1/0 Channel System in combination - per month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79					
		2-wire ISDN COCI (BRITE) - in combination - per month			UNCNX	UC1CA	2.41	6.58	4.72							
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54					
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54					
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54					
		Additional 2-wire ISDN COCI (BRITE) - in combination- per month			UNCNX	UC1CA	2.41	6.58	4.72							
		Nonrecurring Currently Combined Network Elements Switch -As- Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98					
		EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT														
		First DS1 Loop Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71					
		First DS1 Loop Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71					
		First DS1 Loop Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71					
		Interoffice Transport - Dedicated - STS-1 combination - Per Mile Per Month			UNCSX	1L5XX	4.09									
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	701.37	278.75	162.76	60.20	58.46					

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		3/1 Channel System in combination per month			UNCSX	MQ3	166.13	178.14	93.97	33.26	31.83						
		DS1 COCI in combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71						
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71						
		Additional DS1Loop in the same STS-1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71						
		DS1 COCI in combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.59	5.59	6.98	6.98						
		EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT															
		4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50						
		4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50						
		4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50						
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile per month			UNCDX	1L5XX	0.008838										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination per month			UNCDX	U1TD5	15.12	40.54	27.41	16.74	6.90						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.59	5.59	6.98	6.98						
		EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT															
		4-wire 64 kbps Lcoal Loop in Combination - Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50						
		4-wire 64 kbps Lcoal Loop in Combination - Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50						
		4-wire 64 kbps Local Loop in Combination - Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50						
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile per month			UNCDX	1L5XX	0.008838										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination per month			UNCDX	U1TD6	15.12	40.54	27.41	16.74	6.90						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.59	5.59	6.98	6.98						
		EXTENDED 2-WIRE VOICE GRADE LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 2-wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44						
		First 2-wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44						
		First 2-wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.18										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
		Per each DS1 Channelization System Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79						
		Per each Voice Grade COCI - Per Month per month			UNCVX	1D1VG	0.53	6.58	4.72								
		3/1 Channel System in combination per month			UNC3X	MQ3	166.13	178.14	93.97	33.26	31.83						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44						
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44						
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44						
		Each Additional Voice Grade COCI - in combination - per month			UNCVX	1D1VG	0.53	6.58	4.72								
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.18										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
		Each Additional DS1 COCI combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98						
		EXTENDED 4-WIRE VOICE GRADE LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50					
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50					
		First 4-Wire Analog Voice Grade Local Loop in Combination - Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50					
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.18									
		First Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44					
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79					
		Per each Voice Grade COCI in combination - per month			UNCVX	1D1VG	0.53	6.58	4.72							
		3/1 Channel System in combination per month			UNC3X	MQ3	166.13	178.14	93.97	33.26	31.83					
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	12.70	6.58	4.72							
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50					
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50					
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50					
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.18									
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44					
		Additional Voice Grade COCI - in combination - per month			UNCVX	1D1VG	0.53	6.58	4.72							
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98					
		EXTENDED 4-WIRE 56 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX														
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50					
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50					
		First 4-Wire 56Kbps Digital Grade Local Loop in Combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50					
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.18									
		First Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44					
		Per each 1/0 Channel System in combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79					
		Per each OCU-DP COCI (data) COCI per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72							
		3/1 Channel System in combination per month			UNC3X	MQ3	166.13	178.14	93.97	33.26	31.83					
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	12.70	6.58	4.72							
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50					
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50					
		Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50					
		OCU-DP COCI (data) COCI in combination per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72							
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.18									
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44					
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	12.70	6.58	4.72							
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98					
		EXTENDED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX														

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50						
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50						
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.18										
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
	Per each Channel System 1/0 in combination Per Month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79						
	Per each OCU-DP COCI (data) in combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72								
	3/1 Channel System in combination per month			UNC3X	MQ3	166.13	178.14	93.97	33.26	31.83						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50						
	Additional OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.12	6.58	4.72								
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.18										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98						
EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54						
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54						
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.18										
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
	Per each Channel System 1/0 in combination - per month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79						
	Per each 2-wire ISDN COCI (BRITE) in combination - per month			UNCNX	UC1CA	2.41	6.58	4.72								
	3/1 Channel System in combination per month			UNC3X	MQ3	166.13	178.14	93.97	33.26	31.83						
	Per each DS1 COCI in combination per month			UNC1X	UC1D1	12.70	6.58	4.72								
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54						
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54						
	Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination- per month			UNCNX	UC1CA	2.41	6.58	4.72								
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.18										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44						

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	12.70	6.58	4.72							
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98					
EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71					
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71					
		First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71					
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.18									
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44					
		3/1 Channel System in combination per month			UNC3X	MQ3	166.13	178.14	93.97	33.26	31.83					
		Per each DS1 COCI combination per month			UNC1X	UC1D1	12.70	6.58	4.72							
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.18									
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44					
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	12.70	6.58	4.72							
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71					
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71					
		Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.59	5.59	6.98	6.98					
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50					
		First 4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50					
		First 4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50					
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.008838									
		First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	15.12	40.54	27.41	16.74	6.90					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.59	5.59	6.98	6.98					
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
		First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50					
		First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50					
		First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50					
		First 14-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.008838									
		First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	15.12	40.54	27.41	16.74	6.90					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.59	5.59	6.98	6.98					
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.															
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.															
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		5.59	5.59	6.98	6.98					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		5.59	5.59	6.98	6.98					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		5.59	5.59	6.98	6.98					

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		5.59	5.59	6.98	6.98						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNC3X	UNCCC		5.59	5.59	6.98	6.98						
	Optional Features & Functions:																
		Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0I	0I	0I	0I						
		Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0I	0I	0I	0I						
		Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.85S	23.81S	1.99S	0.7741S						
		C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.13S	7.67S	0.7355S	0S						
	MULTIPLEXERS																
		DS1 to DS0 Channel System per month			UNC1X	MQ1	101.06	91.04	62.57	10.54	9.79						
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	1.12	6.58	4.72	0.00	0.00						
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.12	6.58	4.72	0.00	0.00						
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	2.41	6.58	4.72	0.00	0.00						
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.41	6.58	4.72	0.00	0.00						
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	0.53	6.58	4.72	0.00	0.00						
		Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.53	6.58	4.72	0.00	0.00						
		DS3 to DS1 Channel System per month			UNC3X	MQ3	166.13	178.14	93.97	33.26	31.83						
		STS-1 to DS1 Channel System per month			UNC3X	MQ3	166.13	178.14	93.97	33.26	31.83						
		DS1 COCI used with Loop per month			USL	UC1D1	12.70	6.58	4.72	0.00	0.00						
		DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	12.70	6.58	4.72	0.00	0.00						
		DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	12.70	6.58	4.72	0.00	0.00						
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	12.70	6.58	4.72	0.00	0.00						
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	Exchange Ports																
	NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.38	2.38	2.27	1.42	1.33						
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.38	2.38	2.27	1.42	1.33						
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.38	2.38	2.27	1.42	1.33						
		Exchange Ports - 2-Wire VG unbundled AL extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAR	1.38	2.38	2.27	1.42	1.33						
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.38	2.38	2.27	1.42	1.33						
		Exchange Ports - 2-Wire VG Alabama Residence Dialing Plan without Caller Id			UEPSR	UEPWA	1.38	2.38	2.27	1.42	1.33						
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	1.38	2.38	2.27	1.42	1.33						
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00								
	FEATURES																
		All Available Vertical Features			UEPSR	UEPVF	1.98	0.00	0.00								
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.38	2.38	2.27	1.42	1.33						
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.38	2.38	2.27	1.42	1.33						
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.38	2.38	2.27	1.42	1.33						
	Exchange Ports - 2-Wire VG unbundled AL extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAW	1.38	2.38	2.27	1.42	1.33						
	Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.38	2.38	2.27	1.42	1.33						
	Exchange Ports - 2-Wire Voice Alabama Business Dialing Plan without Caller ID			UEPSB	UEPWB	1.38	2.38	2.27	1.42	1.33						
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1.38	2.38	2.27	1.42	1.33						
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00								
	FEATURES															
	All Available Vertical Features			UEPSB	UEPVF	1.98	0.00	0.00								
	EXCHANGE PORT RATES (DID & PBX)															
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.38	31.27	14.85	13.94	0.90						
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.38	31.27	14.85	13.94	0.90						
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.38	31.27	14.85	13.94	0.90						
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.38	31.27	14.85	13.94	0.90						
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.38	31.27	14.85	13.94	0.90						
	2-Wire Voice Unbundled 2-Way PBX Alabama Calling Port			UEPSP	UEPA2	1.38	31.27	14.85	13.94	0.90						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.38	31.27	14.85	13.94	0.90						
	2-Wire Voice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.38	31.27	14.85	13.94	0.90						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.38	31.27	14.85	13.94	0.90						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.38	31.27	14.85	13.94	0.90						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.38	31.27	14.85	13.94	0.90						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.38	31.27	14.85	13.94	0.90						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.38	31.27	14.85	13.94	0.90						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.38	31.27	14.85	13.94	0.90						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.38	31.27	14.85	13.94	0.90						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.38	31.27	14.85	13.94	0.90						
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00								
	FEATURES															
	All Available Vertical Features			UEPSP UEPSE	UEPVF	1.98	0.00	0.00								
	EXCHANGE PORT RATES (COIN)															
	Exchange Ports - Coin Port					1.38	2.38	2.27	1.42	1.33						
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
EXCHANGE PORT RATES																
The DS1 Port rates below for 4-Wire DDITS Trunk Port and 4-Wire ISDN Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.																
Requests for 4-Wire DDITS Trunk Ports with 4-Wire ISDN DS1 Ports after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.05	119.31	18.74	59.90	3.76						
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability (E:4/1/2004)			UEPDD	UEPDD	60.09	202.02	95.69	72.59	2.46						
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX, UEPSX	UIPMA	9.79	72.77	52.99	47.79	10.74						
	All Features Offered			UEPTX, UEPSX	UEPVF	1.98	0.00	0.00								
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX, UEPSX	UIUMA	0.00	0.00	0.00								
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
EXCHANGE PORT RATES (continued)																

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

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1.38	2.38	2.27	1.42	1.33						
	Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1.38	2.38	2.27	1.42	1.33						
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.38	2.38	2.27	1.42	1.33						
	Non-Recurring															
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		0.10	0.10								
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		0.10	0.10								
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	End Office Switching (Port Usage)															
	End Office Switching Function, Per MOU					0.0007025										
	End Office Trunk Port - Shared, Per MOU					0.0001638										
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0.000095										
	Tandem Trunk Port - Shared, Per MOU					0.0002015										
	Tandem Switching Function Per MOU (Melded)					0.000040993										
	Tandem Trunk Port - Shared, Per MOU (Melded)					0.000086947										
	Melded Factor: 43.15% of the Tandem Rate															
	Common Transport															
	Common Transport - Per Mile, Per MOU					0.0000023										
	Common Transport - Facilities Termination Per MOU					0.0003224										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			12.70										
	2-Wire VG Loop/Port Combo - Zone 2		2			21.19										
	2-Wire VG Loop/Port Combo - Zone 3		3			34.80										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	11.55										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	20.04										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	33.65										
2-Wire Voice Grade Line Port Rates (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.15	40.19	19.83	24.91	6.63						
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.15	40.19	19.83	24.91	6.63						
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.15	40.19	19.83	24.91	6.63						
	2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - res			UEPRX	UEPAR	1.15	40.19	19.83	24.91	6.63						
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.15	40.19	19.83	24.91	6.63						
	2-Wire Voice Unbundled Alabama Residence Dialing Plan without Caller ID			UEPRX	UEPWA	1.15	40.19	19.83	24.91	6.63						
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	1.15	40.19	19.83	24.91	6.63						
FEATURES																
	All Features Offered			UEPRX	UEPVF	1.98	0.00	0.00								
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.10	0.10								
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.10	0.10								
ADDITIONAL NRCs																

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity						UEPRX	USAS2	0.00	0.00	0.00							
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise						UEPRX	URETL		8.33	0.83							
	OFF/ON PREMISES EXTENSION CHANNELS																		
		2 Wire Analog Voice Grade Extension Loop – Non-Design				1	UEPRX	UEAEN		12.58	37.81	17.56	23.49	5.30					
		2 Wire Analog Voice Grade Extension Loop – Non-Design				2	UEPRX	UEAEN		21.05	37.81	17.56	23.49	5.30					
		2 Wire Analog Voice Grade Extension Loop – Non-Design				3	UEPRX	UEAEN		34.34	37.81	17.56	23.49	5.30					
		2 Wire Analog Voice Grade Extension Loop – Design				1	UEPRX	UEAED		14.38	88.00	55.00	47.24	7.44					
		2 Wire Analog Voice Grade Extension Loop – Design				2	UEPRX	UEAED		22.85	88.00	55.00	47.24	7.44					
		2 Wire Analog Voice Grade Extension Loop – Design				3	UEPRX	UEAED		36.14	88.00	55.00	47.24	7.44					
	INTEROFFICE TRANSPORT																		
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination						UEPRX	U1TV2	21.13	40.54	27.41	16.74	6.90					
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile						UEPRX	U1TVM	0.008838	0.00	0.00							
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																		
	UNE Port/Loop Combination Rates																		
		2-Wire VG Loop/Port Combo - Zone 1				1				12.70									
		2-Wire VG Loop/Port Combo - Zone 2				2				21.19									
		2-Wire VG Loop/Port Combo - Zone 3				3				34.80									
	UNE Loop Rates																		
		2-Wire Voice Grade Loop (SL1) - Zone 1				1	UEPBX	UEPLX		11.55									
		2-Wire Voice Grade Loop (SL1) - Zone 2				2	UEPBX	UEPLX		20.04									
		2-Wire Voice Grade Loop (SL1) - Zone 3				3	UEPBX	UEPLX		33.65									
	2-Wire Voice Grade Line Port (Bus)																		
		2-Wire voice unbundled port without Caller ID - bus					UEPBX	UEPBL		1.15	40.19	19.83	24.91	6.63					
		2-Wire voice unbundled port with Caller + E484 ID - bus					UEPBX	UEPBC		1.15	40.19	19.83	24.91	6.63					
		2-Wire voice unbundled port outgoing only - bus					UEPBX	UEPBO		1.15	40.19	19.83	24.91	6.63					
		2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - bus					UEPBX	UEPAW		1.15	40.19	19.83	24.91	6.63					
		2-Wire voice unbundled incoming only port with Caller ID - Bus					UEPBX	UEPB1		1.15	40.19	19.83	24.91	6.63					
		2-Wire Voice Unbundled Alabama Business Dialing Plan without Caller ID					UEPBX	UEPWB		1.15	40.19	19.83	24.91	6.63					
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability					UEPBX	UEPBE		1.15	40.19	19.83	24.91	6.63					
	LOCAL NUMBER PORTABILITY																		
		Local Number Portability (1 per port)					UEPBX	LNPCX		0.35									
	FEATURES																		
		All Features Offered					UEPBX	UEPVF		1.98	0.00	0.00							
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is					UEPBX	USAC2			0.10	0.10							
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change					UEPBX	USACC			0.10	0.10							
	ADDITIONAL NRCs																		
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity					UEPBX	USAS2			0.00	0.00							
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise					UEPBX	URETL			8.33	0.83							
	OFF/ON PREMISES EXTENSION CHANNELS																		
		2 Wire Analog Voice Grade Extension Loop – Non-Design				1	UEPBX	UEAEN		12.58	37.81	17.56	23.49	5.30					
		2 Wire Analog Voice Grade Extension Loop – Non-Design				2	UEPBX	UEAEN		21.05	37.81	17.56	23.49	5.30					
		2 Wire Analog Voice Grade Extension Loop – Non-Design				3	UEPBX	UEAEN		34.34	37.81	17.56	23.49	5.30					
		2 Wire Analog Voice Grade Extension Loop – Design				1	UEPBX	UEAED		14.38	88.00	55.00	47.24	7.44					
		2 Wire Analog Voice Grade Extension Loop – Design				2	UEPBX	UEAED		22.85	88.00	55.00	47.24	7.44					
		2 Wire Analog Voice Grade Extension Loop – Design				3	UEPBX	UEAED		36.14	88.00	55.00	47.24	7.44					
	INTEROFFICE TRANSPORT																		

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPBX	U1TV2	21.13	40.54	27.41	16.74	6.90						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPBX	U1TVM	0.008838	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			12.70										
		2-Wire VG Loop/Port Combo - Zone 2		2			21.19										
		2-Wire VG Loop/Port Combo - Zone 3		3			34.80										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	11.55										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	20.04										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	33.65										
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.15	69.08	32.41	37.43	6.20						
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
	FEATURES																
		All Features Offered			UEPRG	UEPVF	1.98	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		7.91	1.90								
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		7.81	1.90								
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00								
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.32	7.32								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS																
		Local Channel Voice grade, per termination		1	UEPRG	P2JHX	14.38	88.00	55.00	47.24	7.44						
		Local Channel Voice grade, per termination		2	UEPRG	P2JHX	22.85	88.00	55.00	47.24	7.44						
		Local Channel Voice grade, per termination		3	UEPRG	P2JHX	36.14	88.00	55.00	47.24	7.44						
		Non-Wire Direct Serve Channel Voice Grade		1	UEPRG	SDD2X	22.41	131.60	61.92	90.50	13.40						
		Non-Wire Direct Serve Channel Voice Grade		2	UEPRG	SDD2X	23.88	131.60	61.92	90.50	13.40						
		Non-Wire Direct Serve Channel Voice Grade		3	UEPRG	SDD2X	33.72	131.60	61.92	90.50	13.40						
	INTEROFFICE TRANSPORT																
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRG	U1TV2	21.13	40.54	27.41	16.74	6.90						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRG	U1TVM	0.008838	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			12.70										
		2-Wire VG Loop/Port Combo - Zone 2		2			21.19										
		2-Wire VG Loop/Port Combo - Zone 3		3			34.80										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	11.55										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	20.04										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	33.65										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.15	69.08	32.41	37.43	6.20						
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.15	69.08	32.41	37.43	6.20						
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.15	69.08	32.41	37.43	6.20						

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 2-Way Combination PBX Alabama Calling Port			UEPPX	UEPA2	1.15	69.08	32.41	37.43	6.20						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.15	69.08	32.41	37.43	6.20						
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.15	69.08	32.41	37.43	6.20						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.15	69.08	32.41	37.43	6.20						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.15	69.08	32.41	37.43	6.20						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.15	69.08	32.41	37.43	6.20						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.15	69.08	32.41	37.43	6.20						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.15	69.08	32.41	37.43	6.20						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.15	69.08	32.41	37.43	6.20						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.15	69.08	32.41	37.43	6.20						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.15	69.08	32.41	37.43	6.20						
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES																
	All Features Offered			UEPPX	UEPVF	1.98	0.00	0.00								
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		7.91	1.90								
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		7.91	1.90								
ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.32	7.32								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL		8.33	0.83								
OFF/ON PREMISES EXTENSION CHANNELS																
	Local Channel Voice grade, per termination		1	UEPPX	P2JHX	14.38	88.00	55.00	47.24	7.44						
	Local Channel Voice grade, per termination		2	UEPPX	P2JHX	22.85	88.00	55.00	47.24	7.44						
	Local Channel Voice grade, per termination		3	UEPPX	P2JHX	36.14	88.00	55.00	47.24	7.44						
	Non-Wire Direct Serve Channel Voice Grade		1	UEPPX	SDD2X	22.41	131.60	61.92	90.50	13.40						
	Non-Wire Direct Serve Channel Voice Grade		2	UEPPX	SDD2X	23.88	131.60	61.92	90.50	13.40						
	Non-Wire Direct Serve Channel Voice Grade		3	UEPPX	SDD2X	33.72	131.60	61.92	90.50	13.40						
INTEROFFICE TRANSPORT																
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPPX	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPPX	U1TVM	0.008838	0.00	0.00								
2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
UNE Port/Loop Combination Rates																
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			12.70										
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			21.19										
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			34.80										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	11.55										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	20.04										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	33.65										
2-Wire Voice Grade Line Ports (COIN)																
	2-Wire Coin 2-Way without Operator Screening and without Blocking (AL, KY, LA, MS)			UEPCO	UEPRF	1.15	40.19	19.83	24.91	6.63						
	2-Wire Coin 2-Way with Operator Screening (AL, KY)			UEPCO	UEPRE	1.15	40.19	19.83	24.91	6.63						
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRA	1.15	40.19	19.83	24.91	6.63						

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (AL, LA, MS)			UEPCO	UEPRB	1.15	40.19	19.83	24.91	6.63						
	2-Wire Coin 2-Way with Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local (AL, KY, LA, MS)			UEPCO	UEPCD	1.15	40.19	19.83	24.91	6.63						
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	1.15	40.19	19.83	24.91	6.63						
	2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS)			UEPCO	UEPRH	1.15	40.19	19.83	24.91	6.63						
	2-Wire Coin Outward Operator Screening & Blocking: 900/976, 1+DDD, 011+, and Local (AL, KY, LA, MS)			UEPCO	UEPCN	1.15	40.19	19.83	24.91	6.63						
	2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.15	40.19	19.83	24.91	6.63						
	2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.15	40.19	19.83	24.91	6.63						
	ADDITIONAL UNE COIN PORT/LOOP (RC)															
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1.56	0.00	0.00	0.00	0.00						
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.10	0.10								
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.10	0.10								
	ADDITIONAL NRCS															
	2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPCO	URETL		8.33	0.83								
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			15.76										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			24.23										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			37.52										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	14.38										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	22.85										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	36.14										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPFR	UEPRL	1.38	90.38	57.27	48.66	8.77						
	2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	1.38	90.38	57.27	48.66	8.77						
	2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	1.38	90.38	57.27	48.66	8.77						
	2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - res			UEPFR	UEPAR	1.38	90.38	57.27	48.66	8.77						
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.38	90.38	57.27	48.66	8.77						
	2-Wire Voice Unbundled Alabama Residence Dialing Plan without Caller ID			UEPFR	UEPWA	1.38	90.38	57.27	48.66	8.77						
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0.008838										
	FEATURES															
	All Features Offered			UEPFR	UEPVF	1.98	0.00	0.00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFR	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		8.48	1.87								

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		8.48	1.87							
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN		11.21	1.10							
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			15.76									
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			24.23									
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			37.52									
	UNE Loop Rates															
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	14.38									
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	22.85									
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	36.14									
	2-Wire Voice Grade Line Port (Bus)															
		2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	1.38	90.38	57.27	48.66	8.77					
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	1.38	90.38	57.27	48.66	8.77					
		2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	1.38	90.38	57.27	48.66	8.77					
		2-Wire voice Grade unbundled Alabama extended local dialing parity port with Caller ID - bus			UEPFB	UEPAW	1.38	90.38	57.27	48.66	8.77					
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	1.38	90.38	57.27	48.66	8.77					
		2-Wire Voice Unbundled Alabama Business Dialing Plan without Caller ID			UEPFB	UEPWB	1.38	90.38	57.27	48.66	8.77					
	LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPFB	LNPCX	0.35									
	INTEROFFICE TRANSPORT															
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	21.13	40.54	27.41	16.74	6.90					
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.008838									
	FEATURES															
		All Features Offered			UEPFB	UEPVF	1.98	0.00	0.00							
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2		8.48	1.87							
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		8.48	1.87							
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFB	URETN		11.21	1.10							
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (PBX)															
	UNE Port/Loop Combination Rates															
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			15.76									
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			24.23									
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			37.52									
	UNE Loop Rates															
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFP	UECF2	14.38									
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFP	UECF2	22.85									
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFP	UECF2	36.14									
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	1.38	119.27	69.85	61.18	8.34					
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	1.38	119.27	69.85	61.18	8.34					
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	1.38	119.27	69.85	61.18	8.34					
		2-Wire Voice Unbundled 2-Way Combination PBX Alabama Calling Port			UEPFP	UEPA2	1.38	119.27	69.85	61.18	8.34					
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1.38	119.27	69.85	61.18	8.34					
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	1.38	119.27	69.85	61.18	8.34					
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1.38	119.27	69.85	61.18	8.34					
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.38	119.27	69.85	61.18	8.34					
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1.38	119.27	69.85	61.18	8.34					

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

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		37.86									
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		53.84									
	UNE Loop Rates														
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR USL2X		19.03									
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR USL2X		29.62									
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR USL2X		45.60									
	UNE Port Rate														
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR UEPPB		8.24	190.01	132.76	100.67	21.28					
	NONRECURRING CHARGES - CURRENTLY COMBINED														
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR USACB		0.00	38.51	27.02							
	ADDITIONAL NRCS														
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPB UEPPR URETN			11.21	1.10							
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPB UEPPR URETL			8.33	0.83							
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)			UEPPB UEPPR LNPCX		0.35	0.00	0.00							
	B-CHANNEL USER PROFILE ACCESS:														
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR U1UCA		0.00	0.00	0.00							
	CVS (EWSD)			UEPPB UEPPR U1UCB		0.00	0.00	0.00							
	CSD			UEPPB UEPPR U1UCC		0.00	0.00	0.00							
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)														
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR U1UCD		0.00	0.00	0.00							
	CVS (EWSD)			UEPPB UEPPR U1UCE		0.00	0.00	0.00							
	CSD			UEPPB UEPPR U1UCF		0.00	0.00	0.00							
	USER TERMINAL PROFILE														
	User Terminal Profile (EWSD only)			UEPPB UEPPR U1UMA		0.00	0.00	0.00							
	VERTICAL FEATURES														
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR UEPVF		1.98	0.00	0.00							
	INTEROFFICE CHANNEL MILEAGE														
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR M1GNC		21.13	40.54	27.41	16.74	6.90					
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR M1GNM		0.008838	0.00	0.00							
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
The UNE-P DS1 combination rates below for 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.															
Requests for 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.															
UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		166.87									
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		238.50									
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		398.85									
UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP USL4P		82.55									
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP USL4P		154.18									
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP USL4P		314.52									
UNE Port Rate															
	Exchange Ports - 4-Wire ISDN DS1 Port (E:4/1/2004)			UEPPP UEPPP		84.32	456.28	259.10	123.88	31.77					
NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is (E:4/1/2004)			UEPPP USACP		0.00	119.07	78.56							
ADDITIONAL NRCS															

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

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	AMI - Extended SuperFrame Format			UEPDC	MCOP0		0.00	0.00								
	Telephone Number/Trunk Group Establishment Charges															
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00										
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00										
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00	0.00									
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
	Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	60.16	89.27	81.81	16.35	14.44						
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.18	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.18	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.18	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
	Central Office Terminating Point			UEPDC	CTG	0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	Each System can have up to 24 combinations of rates depending on type and number of ports used															
	The UNE-P DS1 combination rates below for 4-Wire DS1 Loop with Channelization with Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.															
	Requests for 4-Wire DS1 Loop with Channelization with Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.															
	UNE DS1 Loop															
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	82.55	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	154.18	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	314.52	0.00	0.00								
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	101.40	0.00	0.00								
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	202.80	0.00	0.00								
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	405.60	0.00	0.00								
	144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	608.40	0.00	0.00								
	192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	811.20	0.00	0.00								
	240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,014.00	0.00	0.00								
	288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,216.80	0.00	0.00								
	384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,622.40	0.00	0.00								
	480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,028.00	0.00	0.00								
	576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,433.60	0.00	0.00								
	672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,839.20	0.00	0.00								
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System															
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	150.48	8.36								
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's															
	1 DS1/D4 Channel Bank - Additionally Add NRC for each Port and Assoc Fea Activation (E:4/1/2004)			UEPMG	VUMD4	0.00	716.11	468.04	148.75	17.65						
	Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00i	600.00s								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00i	600.00s								

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business (E:4/1/2004)			UEPPX	UEPCX	1.15	0.00	0.00	0.00	0.00						
	Line Side Outward Channelized PBX Trunk Port - Business (E:4/1/2004)			UEPPX	UEPOX	1.15	0.00	0.00	0.00	0.00						
	Line Side Inward Only Channelized PBX Trunk Port without DID (E:4/1/2004)			UEPPX	UEP1X	1.15	0.00	0.00	0.00	0.00						
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port (E:4/1/2004)			UEPPX	UEPDM	8.05	0.00	0.00	0.00	0.00						
	Unbundled Exchange Ports, 2-Wire Channelized – Outdial – (AL, KY, LA, MS, & TN)(Conversion from Network Access Service) (E:4/1/2004)			UEPPX	UEPCY	1.15										
	Unbundled Exchange Ports, 2-Wire Channelized – Combination (AL, KY, LA, MS, & TN) (Conversion from Network Access Service) (E:4/1/2004)			UEPPX	UEPCT	1.15										
	2-Wire Channelized PBX Area Calling Service Combination Port (AL Only) (E:4/1/2004)			UEPPX	UEPA4	1.15	0.00	0.00								
	2 Wire Channelized PBX Area Calling Service Outgoing Only Port (AL Only) (E:4/1/2004)			UEPPX	UEPA3	1.15	0.00	0.00								
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPPX	1PQWM	0.56	54.55									
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPPX	1PQWU	0.56	77.03									
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	1.98	0.00	0.00								
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.																
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		12.70										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		21.19										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		34.80										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		15.53										

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

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.56										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.56										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.56										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.56										
		Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP91	1PQWQ	0.56										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.56										
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		0.10	0.10								
		Conversion of Existing Centrex Common Block			UEP91	USACN		37.75	16.58								
		New Centrex Standard Common Block			UEP91	M1ACS	0.00	667.21									
		New Centrex Customized Common Block			UEP91	M1ACC	0.00	667.21									
		Secondary Block, per Block			UEP91	M2CC1	0.00	78.02									
		NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	72.73									
		Additional Non-Recurring Charges (NRC)															
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP91	URETL		8.33	0.83								
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP91	URETN		11.21	1.10								
		UNE-P CENTREX - 5ESS (Valid in All States)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
		UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		12.70										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		21.19										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		34.80										
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		15.53										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		24.00										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		37.29										
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	11.55										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	20.04										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	33.65										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	14.38										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	22.85										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	36.14										
		UNE Port Rate															
		All States															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP95	UEPYM	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.15	40.19	19.83	24.91	6.63						

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.15	40.19	19.83	24.91	6.63					
	AL, KY, LA, MS, SC, & TN Only															
		2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.15	40.19	19.83	24.91	6.63					
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.15	40.19	19.83	24.91	6.63					
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.15	40.19	19.83	24.91	6.63					
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP95	UEPQM	1.15	90.38	57.27	48.66	8.77					
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP95	UEPQZ	1.15	90.38	57.27	48.66	8.77					
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.15	40.19	19.83	24.91	6.63					
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.15	40.19	19.83	24.91	6.63					
	Local Switching															
		Centrex Intercom Functionality, per port			UEP95	URECS	0.5488									
	Local Number Portability															
		Local Number Portability (1 per port)			UEP95	LNPC	0.35									
	Features															
		All Standard Features Offered, per port			UEP95	UEPVF	1.98									
		All Select Features Offered, per port			UEP95	UEPVS	0.00	405.52								
		All Centrex Control Features Offered, per port			UEP95	UEPVC	1.98									
	NARS															
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00	0.00	0.00					
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00	0.00	0.00					
		Unbundled Network Access Register - Outdial			UEP95	UARO	0.00	0.00	0.00	0.00	0.00					
	Miscellaneous Terminations															
	2-Wire Trunk Side															
		Trunk Side Terminations, each			UEP95	CEND6	8.05	119.31	18.74	59.90	3.76					
	4-Wire Digital (1.544 Megabits)															
		DS1 Circuit Terminations, each			UEP95	M1HD1	60.09	202.02	95.69	72.59	2.46					
		DS0 Channels Activated, each			UEP95	M1HDO	0.00	14.48								
	Interoffice Channel Mileage - 2-Wire															
		Interoffice Channel Facilities Termination			UEP95	M1GBC	21.13	40.54	27.41	16.74	6.90					
		Interoffice Channel mileage, per mile or fraction of mile			UEP95	M1GBM	0.008838									
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.56									
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.56									
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.56									
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.56									
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.56									
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.56									
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.56									
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		0.10	0.10							
		Conversion of Existing Centrex Common Block, each			UEP95	USACN		37.75	16.58							
		New Centrex Standard Common Block			UEP95	M1ACS	0.00	667.21								
		New Centrex Customized Common Block			UEP95	M1ACC	0.00	667.21								
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.73								
	Additional Non-Recurring Charges (NRC)															
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP95	URETL		8.33	0.83							

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP95	URETN		11.21	1.10								
		UNE-P CENTREX - DMS100 (Valid in All States)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
		UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		12.70										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		21.19										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		34.80										
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		15.53										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		24.00										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		37.29										
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	11.55										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	20.04										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	33.65										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	14.38										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	22.85										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	36.14										
		UNE Port Rate															
		ALL STATES															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYW	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYJ	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3-Basic Local Area			UEP9D	UEPYM	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4 Basic Local Area			UEP9D	UEPYO	1.15	90.38	57.27	48.66	8.77						

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

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPQZ	1.15	90.38	57.27	48.66	8.77					
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.15	40.19	19.83	24.91	6.63					
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.15	40.19	19.83	24.91	6.63					
		Local Switching														
		Centrex Intercom Functionality, per port			UEP9D	URECS	0.5488									
		Local Number Portability														
		Local Number Portability (1 per port)			UEP9D	LNPCc	0.35									
		Features														
		All Standard Features Offered, per port			UEP9D	UEPVF	1.98									
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	405.52								
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	1.98									
		NARS														
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00	0.00	0.00					
		Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00	0.00	0.00					
		Unbundled Network Access Register - Outdial			UEP9D	UAROx	0.00	0.00	0.00	0.00	0.00					
		Miscellaneous Terminations														
		2-Wire Trunk Side														
		Trunk Side Terminations, each			UEP9D	CEND6	8.05	119.31	18.74	59.90	3.76					
		4-Wire Digital (1.544 Megabits)														
		DS1 Circuit Terminations, each			UEP9D	M1HD1	60.09	202.02	95.69	72.59	2.46					
		DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	14.48								
		Interoffice Channel Mileage - 2-Wire														
		Interoffice Channel Facilities Termination			UEP9D	M1GBC	21.13	40.54	27.41	16.74	6.90					
		Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0.008838									
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
		D4 Channel Bank Feature Activations														
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.56									
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.56									
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.56									
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.56									
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.56									
		Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP9D	1PQWQ	0.56									
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.56									
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex														
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		0.10	0.10							
		Conversion of existing Centrex Common Block, each			UEP9D	USACN		37.75	16.58							
		New Centrex Standard Common Block			UEP9D	M1ACS	0.00	667.21								
		New Centrex Customized Common Block			UEP9D	M1ACC	0.00	667.21								
		NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.73								
		Additional Non-Recurring Charges (NRC)														
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9D	URETL		8.33	0.83							
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9D	URETN		11.21	1.10							
		UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo														
		UNE Port/Loop Combination Rates (Non-Design)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		12.70									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		21.19									

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		34.80										
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		15.53										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		24.00										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		37.29										
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	11.55										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	20.04										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	33.65										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	14.38										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	22.85										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	36.14										
		UNE Port Rate															
		AL, FL, KY, LA, MS, & TN only															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP9E	UEPYM	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.15	40.19	19.83	24.91	6.63						
		AL, KY, LA, MS, & TN Only															
		2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP9E	UEPQM	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term			UEP9E	UEPQZ	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.15	40.19	19.83	24.91	6.63						
		Local Switching															
		Centrex Intercom Funtionality, per port			UEP9E	URECS	0.5488										
		Local Number Portability															
		Local Number Portability (1 per port)			UEP9E	LNPCC	0.35										
		Features															
		All Standard Features Offered, per port			UEP9E	UEPVF	1.98										
		All Select Features Offered, per port			UEP9E	UEPVS	0.00	405.52									
		All Centrex Control Features Offered, per port			UEP9E	UEPVC	1.98										
		NARS															
		Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Outdial			UEP9E	UAROx	0.00	0.00	0.00	0.00	0.00						
		Miscellaneous Terminations															
		2-Wire Trunk Side															
		Trunk Side Terminations, each			UEP9E	CEND6	8.05	119.31	18.74	59.90	3.76						
		4-Wire Digital (1.544 Megabits)															
		DS1 Circuit Terminations, each			UEP9E	M1HD1	60.09	202.02	95.69	72.59	2.46						

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	14.48								
	Interoffice Channel Mileage - 2-Wire														
	Interoffice Channel Facilities Termination			UEP9E	M1GBC	21.13	40.54	27.41	16.74	6.90					
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	M1GBM	0.008838									
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
	D4 Channel Bank Feature Activations														
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.56									
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.56									
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.56									
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.56									
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.56									
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP9E	1PQWQ	0.56									
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.56									
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex														
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		0.10	0.10							
	Conversion of Existing Centrex Common Block, each			UEP9E	USACN		37.75	16.58							
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	667.21								
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	667.21								
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	72.73								
	Additional Non-Recurring Charges (NRC)														
	Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9E	URETL		8.33	0.83							
	Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9E	URETN		11.21	1.10							
	UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo														
	UNE Port/Loop Combination Rates (Non-Design)														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		12.70									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		21.19									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		34.80									
	UNE Port/Loop Combination Rates (Design)														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		15.53									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		24.00									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		37.29									
	UNE Loop Rate														
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	11.55									
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	20.04									
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	33.65									
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	14.38									
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	22.85									
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	36.14									
	UNE Port Rate														
	AL, KY, LA, MS, & TN only														
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.15	40.19	19.83	24.91	6.63					
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.15	40.19	19.83	24.91	6.63					

UNBUNDLED NETWORK ELEMENTS - Alabama												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP93	UEPYM	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP93	UEPQM	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port, Diff Serving Wire Center - 2,3 -800 Service Term			UEP93	UEPQZ	1.15	90.38	57.27	48.66	8.77						
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.15	40.19	19.83	24.91	6.63						
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	1.15	40.19	19.83	24.91	6.63						
	Local Switching																
		Centrex Intercom Funtionality, per port			UEP93	URECS	0.5488										
	Local Number Portability																
		Local Number Portability (1 per port)			UEP93	LNPCc	0.35										
	Features																
		All Standard Features Offered, per port			UEP93	UEPVF	1.98										
		All Centrex Control Features Offered, per port			UEP93	UEPVC	1.98										
	NARS																
		Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00	0.00	0.00						
		Unbundled Network Access Register - Outdial			UEP93	UAROx	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations																
	2-Wire Trunk Side																
		Trunk Side Terminations, each			UEP93	CEND6	8.05	119.31	18.74	59.90	3.76						
	4-Wire Digital (1.544 Megabits)																
		DS1 Circuit Terminations, each			UEP93	M1HD1	60.09	202.02	95.69	72.59	2.46						
		DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	14.48									
	Interoffice Channel Mileage - 2-Wire																
		Interoffice Channel Facilities Termination			UEP93	M1GBC	21.13	40.54	27.41	16.74	6.90						
		Interoffice Channel mileage, per mile or fraction of mile			UEP93	M1GBM	0.008838										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.56										
		Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.56										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.56										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.56										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.56										
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.56										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.56										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		0.10	0.10								
		Conversion of Existing Centrex Common Block, each			UEP93	USACN		37.75	16.58								
		New Centrex Standard Common Block			UEP93	M1ACS	0.00	667.21									

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
				UEP93	M1ACC	0.00	667.21									
				UEP93	URECA	0.00	72.73									
	Additional Non-Recurring Charges (NRC)															
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP93	URETL	8.33	0.83								
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP93	URETN	11.21	1.10								
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD															
	Note 2 - Requires Interoffice Channel Mileage															
	Note 3 - Installation is combination of Installation charge for SL2 Loop and Port															
	Note 4 - Requires Specific Customer Premises Equipment															
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEc rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEc rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
		OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEc		3.50	0.00	3.50	0.00					
		OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		11.90	0.00	1.83	0.00					
UNE SERVICE DATE ADVANCEMENT CHARGE																
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
					UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA	SDASP		200.00								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		10.69	49.57	22.83	25.62	6.57				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		15.20	49.57	22.83	25.62	6.57				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		26.97	49.57	22.83	25.62	6.57				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL		10.69	49.57	22.83	25.62	6.57				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL		15.20	49.57	22.83	25.62	6.57				
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL		26.97	49.57	22.83	25.62	6.57				
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEANL	URETL		8.33	0.83							
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		48.65	48.65							
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.95	23.95							

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO		15.78	8.94								
		Unbundled Voice Loop, Non-Design Voice Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.49									
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.02									
		2-WIRE UNBUNDLED COPPER LOOP															
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	7.69	44.98	20.90	24.88	6.45						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	10.92	44.98	20.90	24.88	6.45						
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	19.38	44.98	20.90	24.88	6.45						
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL	8.33	0.83									
		Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC	9.00										
		Unbundled Copper Loop, Non-Design Cooper Loop, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU	13.49										
		Loop Testing - Basic 1st Half Hour			UEQ	URET1	48.65	48.65									
		Loop Testing - Basic Additional Half Hour			UEQ	URETA	23.95	23.95									
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO	14.27	7.43									
		UNBUNDLED EXCHANGE ACCESS LOOP															
		2-WIRE ANALOG VOICE GRADE LOOP															
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.69	49.57	22.83	25.62	6.57						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.69	49.57	22.83	25.62	6.57						
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.20	49.57	22.83	25.62	6.57						
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.20	49.57	22.83	25.62	6.57						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.97	49.57	22.83	25.62	6.57						
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.97	49.57	22.83	25.62	6.57						
		UNBUNDLED EXCHANGE ACCESS LOOP															
		2-WIRE ANALOG VOICE GRADE LOOP															
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.24	135.75	82.47	63.53	12.01						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.40	135.75	82.47	63.53	12.01						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	30.87	135.75	82.47	63.53	12.01						
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	23.02										
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.24	135.75	82.47	63.53	12.01						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.40	135.75	82.47	63.53	12.01						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	30.87	135.75	82.47	63.53	12.01						
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	23.02										
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO	87.71	36.35									
		Loop Tagging - Service Level 2 (SL2)			UEA	URETL	11.21	1.10									
		4-WIRE ANALOG VOICE GRADE LOOP															
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	18.89	167.86	115.15	67.08	15.56						
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	26.84	167.86	115.15	67.08	15.56						
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	47.62	167.86	115.15	67.08	15.56						
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL	23.02										
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO	87.71	36.35									

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-WIRE ISDN DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.28	147.69	94.41	62.23	10.71						
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.40	147.69	94.41	62.23	10.71						
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.62	147.69	94.41	62.23	10.71						
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.61	44.15								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	8.30	149.53	103.85	75.05	15.63						
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.80	149.53	103.85	75.05	15.63						
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.94	149.53	103.85	75.05	15.63						
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02									
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12						
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	11.80	124.83	71.12	60.64	9.12						
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	20.94	124.83	71.12	60.64	9.12						
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.19	40.39								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.22	159.09	113.41	75.05	15.63						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63						
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63						
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12						
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	18.21	134.40	80.69	60.64	9.12						
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.86	193.31	138.98	77.15	12.61						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44	193.31	138.98	77.15	12.61						
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.39	193.31	138.98	77.15	12.61						
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	62.74	11.22						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	62.74	11.22						
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	27.39	168.62	115.47	62.74	11.22						
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.12	40.39								
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	70.74	313.75	181.48	61.22	13.53						
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	100.54	313.75	181.48	61.22	13.53						
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	178.39	313.75	181.48	61.22	13.53						
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		23.02									

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.07	43.04								
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	22.20	161.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	31.56	161.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	55.99	161.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	22.20	161.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.56	161.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	55.99	161.56	108.85	67.08	15.56						
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	22.20	161.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.56	161.56	108.85	67.08	15.56						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	55.99	161.56	108.85	67.08	15.56						
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		23.02									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.11	49.74								
		2-WIRE Unbundled COPPER LOOP															
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	8.30	148.50	102.82	75.05	15.63						
		2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.80	148.50	102.82	75.05	15.63						
		2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	20.94	148.50	102.82	75.05	15.63						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.64	9.12						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12						
		2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL -Des)			UCL	UREWO		97.21	42.47								
		4-WIRE COPPER LOOP															
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	11.83	177.87	132.76	77.15	17.73						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16.81	177.87	132.76	77.15	17.73						
		4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29.82	177.87	132.76	77.15	17.73						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	62.74	11.22						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	62.74	11.22						
		4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	62.74	11.22						
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
		CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO		97.21	42.47								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.52	10.52								
SUB-LOOPS																	

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop Distribution															
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		487.23									
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		6.25									
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		169.25									
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		38.65									
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.46	60.19	21.78	47.50	5.26						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.18	60.19	21.78	47.50	5.26						
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.29	60.19	21.78	47.50	5.26						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.37	68.83	30.42	49.71	6.60						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.47	68.83	30.42	49.71	6.60						
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.58	68.83	30.42	49.71	6.60						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	3.96	51.84	13.44	47.50	5.26						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	9.37	55.91	17.51	49.71	6.60						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
		Loop Testing - Basic 1st Half Hour			UEANL	URET1		48.65	48.65								
		Loop Testing - Basic Additional Half Hour			UEANL	URETA		23.95	23.95								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.15	60.19	21.78	47.50	5.26						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	7.31	60.19	21.78	47.50	5.26						
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	12.98	60.19	21.78	47.50	5.26						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	5.36	68.83	30.42	49.71	6.60						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	7.61	68.83	30.42	49.71	6.60						
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	13.51	68.83	30.42	49.71	6.60						
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
		Loop Testing - Basic 1st Half Hour			UEF	URET1		48.65	48.65								
		Loop Testing - Basic Additional Half Hour			UEF	URETA		23.95	23.95								
		Unbundled Network Terminating Wire (UNTW)															
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4572	18.02									
		Network Interface Device (NID)															
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		71.49	48.87								
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		113.89	89.07								
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7.63								
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63								
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UENTW	UNECN	0.00	0.00									
UNE OTHER, PROVISIONING ONLY - NO RATE																	

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00								
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00								
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00								
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00								
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00								
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.92									
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	386.88	556.37	343.01	139.13	96.84					
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.92									
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	426.60	556.37	343.01	139.13	96.84					
LOOP MAKE-UP																
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		52.17	52.17							
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		55.07	55.07							
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6784	0.6784							
LINE SHARING AND LINE SPLITTING																
	NOTE 1: The Line Sharing monthly recurring rates for all installations completed from October 02, 2003 through midnight October 01, 2004 shall be billed as follows:															
	NOTE 1: 10/02/2003 – 10/01/2004: 25% of the rate for an unbundled copper loop non-designed ("UCLND")															
	NOTE 1: 10/02/2004 – 10/01/2005: 50% of the rate for UCLND															
	NOTE 1: 10/02/2005 – 10/01/2006: 75% of the rate for UCLND															
	NOTE 1: Above will apply to USOCs: ULSDT and ULSCT															
	**NOTE 2: The Line Sharing monthly recurring rates with USOCs ULSDC and ULSCC applies only to circuits installed and inservice on or before October 1, 2003															
LINE SHARING																
SPLITTERS-CENTRAL OFFICE BASED																
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	119.72	379.13	0.00	347.90	0.00					
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	29.93	379.13	0.00	347.90	0.00					
		Line Sharing Splitter, Per System, 8 Line Capacity			ULS	ULSD8	8.33	379.13	0.00	347.90	0.00					
		Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		173.66	0.00	97.42	0.00					
END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																
		Line Sharing - per Line Activation (BST Owned splitter) - OBSOLETE see **NOTE 2			ULS	ULSDC	0.61	29.68	21.28	19.57	9.61					
		Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (25% of UCLND) - please see NOTE 1 (E:10/2/2003)			ULS	ULSDT	1.99	29.68	21.28	19.57	9.61					
		Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (50% of UCLND) - please see NOTE 1 (E:10/2/2004)			ULS	ULSDT	3.98	29.68	21.28	19.57	9.61					
		Line Share Service, TRO per line activation, BST owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSDT	5.97	29.68	21.28	19.57	9.61					
		Line Sharing - per Subsequent Activity per Line Rearrangement - (BST Owned Splitter)			ULS	ULSDS		21.68	16.44							
		Line Sharing - per Subsequent Activity per Line Rearrangement - (DLEC Owned Splitter)			ULS	ULSCS		21.68	16.44							
		Line Sharing - per Line Activation (DLEC owned Splitter) - OBSOLETE see **NOTE 2			ULS	ULSCC	0.61	47.44	19.31	20.67	12.74					

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (25% of UCLND) - please see NOTE 1 (E:10/2/2003)			ULS	ULSCT	1.99	47.44	19.31	20.67	12.74					
		Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (50% of UCLND) - please see NOTE 1 (E:10/2/2004)			ULS	ULSCT	3.98	47.44	19.31	20.67	12.74					
		Line Share Service, TRO per line activation, CLEC owned splitter - Central Office Located (75% of UCLND) - please see NOTE 1 (E:10/2/2005)			ULS	ULSCT	5.97	47.44	19.31	20.67	12.74					
	LINE SPLITTING															
	END USER ORDERING-CENTRAL OFFICE BASED															
		Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61									
		Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	29.68	21.28	19.57	9.61					
		Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61					
	MAINTENANCE															
		No Trouble Found - per 1/2 hour increments - Basic						80.00	55.00							
		No Trouble Found - per 1/2 hour increments - Overtime						120.00	82.50							
		No Trouble Found - per 1/2 hour increments - Premium						160.00	110.00							
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0091									
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03					
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0091									
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	25.32	47.35	31.78	18.31	7.03					
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0091									
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03					
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0091									
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03					
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0091									
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	18.44	47.35	31.78	18.31	7.03					
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.1856									
		Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	88.44	105.54	98.47	21.47	19.05					
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	3.87									
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1,071.00	335.46	219.28	72.03	70.56					
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	3.87									
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1,056.00	335.46	219.28	72.03	70.56					
DARK FIBER																
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF, UDFCX	1L5DF	26.85									
		NRC Dark Fiber - Interoffice Channel			UDF, UDFCX	UDF14		751.34	193.88	356.21	230.11					
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF, UDFCX	1L5DL	55.04									
		NRC Dark Fiber - Local Loop			UDF, UDFCX	UDFL4		751.34	193.88	356.21	230.11					

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0006252										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		4.15	0.70								
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			8.78	1.18	5.77	0.70						
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		8.78	1.18	5.77	0.70						
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.15	2.07								
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		4.85	2.78								
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		4.85	0.70								
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.15	4.15								
		8XX Access Ten Digit Screening, w/ 8FL No. Delivery, per query			OHD		0.0006252										
		8XX Access Ten Digit Screening, w/ POTS No. Delivery, per query			OHD		0.0006252										
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.0000203										
		LIDB Validation Per Query			OQU		0.0136959										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRBPX		55.13	55.13	55.13	55.13						
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.05										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000607										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.93	43.57	43.57	18.31	18.31						
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.93	43.57	43.57	18.31	18.31						
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000152										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	694.32										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03						
E911 SERVICE																	
		Local Channel - Dedicated - 2-wr Voice Grade - Zone 1					21.94	265.84	46.97	37.63	4.00						
		Local Channel - Dedicated - 2-wr Voice Grade - Zone 2					29.62	265.84	46.97	37.63	4.00						
		Local Channel - Dedicated - 2-wr Voice Grade - Zone 3					57.22	265.84	46.97	37.63	4.00						
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0091										
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					25.32	47.35	31.78	18.31	7.03						
		Local Channel - Dedicated - DS1 - Zone 1					35.28	216.65	183.54	21.47	19.05						
		Local Channel - Dedicated - DS1 - Zone 2					47.63	216.65	183.54	21.47	19.05						
		Local Channel - Dedicated - DS1 - Zone 3					92.01	216.65	183.54	21.47	19.05						
		Interoffice Transport - Dedicated - DS1 Per Mile					0.1856										
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					88.44	105.54	98.47	21.47	19.05						
CALLING NAME (CNAM) SERVICE																	
		CNAM For DB Owners - Service Establishment			OQV			25.35	25.35	19.01	19.01						
		CNAM For Non DB Owners - Service Establishment			OQV			25.35	25.35	19.01	19.01						
		CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			1,592.00	1,177.00	352.36	259.09						
		CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			546.51	393.82	358.06	259.09						
		CNAM for DB Owners, Per Query			OQV		0.001024										
		CNAM for Non DB Owners, Per Query			OQV		0.001024										
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch						93.55	93.55	12.71	12.71						
VIRTUAL COLLOCATION																	

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0502	11.57	11.57	0.00	0.00						
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0276	8.22	7.22	5.74	4.58						
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC				193,444.00							
		End Office Establishment			SRC	SRCEO				187.36	187.36						
		Query NRC, per query			SRC		0.0031868										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE				43.56	43.56						
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP				8.64	8.64						
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P				8.64	8.64						
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU				38.66	38.66						
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC				75.10	75.10						
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0028										
		AIN SMS Access Service - Session, Per Minute					0.7809										
		AIN SMS Access Service - Company Performed Session, Per Minute					0.4609										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC				43.56	43.56						
		AIN Toolkit Service - Training Session, Per Customer				BAPVX				8,439.00	8,439.00						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT				8.64	8.64						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD				8.64	8.64						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM				8.64	8.64						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO				38.06	38.06						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC				38.06	38.06						
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF				38.06	38.06						
		AIN Toolkit Service - Query Charge, Per Query					0.0535927										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0063698										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.06										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	8.34	8.64	8.64	6.08	6.08						
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	3.73	9.56	9.56								
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	4.73	8.64	8.64	6.08	6.08						
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.12	9.56	9.56								
ENHANCED EXTENDED LINK (EELS)																	
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.																	
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.																	
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																	
		First 2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81						
		First 2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81						
		First 2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81						

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

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
EXTENDED 4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81						
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
	First 4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
	interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	1/0 Channel System in combination Per Month			UNC1X	MQ1	146.77	101.42	71.62								
	OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	10.07	7.08	0.00	0.00						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
	Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
	Additional OCU-DP COCI (data) - in combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	10.07	7.08	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
	First DS1Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	First DS1Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	First DS1Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	3.87										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	1,071.00	314.45	130.88	38.60	18.23						
	3/1Channel System in combination per month			UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07						
	DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Additional DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		8.98	8.98	8.98	8.98						
EXTENDED 2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT																
	2-WireVG Loop in combination - Zone 1		1	UNCVX	UEAL2	12.24	127.59	60.54	42.79	2.81						
	2-WireVG Loop in combination - Zone 2		2	UNCVX	UEAL2	17.40	127.59	60.54	42.79	2.81						
	2-WireVG Loop in combination - Zone 3		3	UNCVX	UEAL2	30.87	127.59	60.54	42.79	2.81						

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

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

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

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
		EXTENDED 4-WIRE 64 KBPS DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81						
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
		Per each Channel System 1/0 in combination Per Month			UNC1X	MQ1	146.77	101.42	71.62								
		Per each OCU-DP COCI (data) in combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	10.07	7.08	0.00	0.00						
		3/1 Channel System in combination per month			UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
		Additional 4-Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
		Additional OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	2.10	10.07	7.08	0.00	0.00						
		Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1856										
		Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
		Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
		EXTENDED 2-WIRE ISDN LOOP WITH DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX															
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.60	42.79	2.81						
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.60	42.79	2.81						
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.60	42.79	2.81						
		First Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.1856										
		First Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
		Per each Channel System 1/0 in combination - per month			UNC1X	MQ1	146.77	101.42	71.62								
		Per each 2-wire ISDN COCI (BRITE) in combination - per month			UNCNX	UC1CA	3.66	10.07	7.08	0.00	0.00						
		3/1 Channel System in combination per month			UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07						
		Per each DS1 COCI in combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	19.28	127.59	60.60	42.79	2.81						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	27.40	127.59	60.60	42.79	2.81						
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	48.62	127.59	60.60	42.79	2.81						
		Additional 2-wire ISDN COCI (BRITE) in same 1/0 channel system combination- per month			UNCNX	UC1CA	3.66	10.07	7.08	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1856										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
EXTENDED 4-WIRE DS1 LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT w/ 3/1 MUX																
	First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	First 4-wire DS1 Digital Lcoal Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	First Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.1856										
	First Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	3/1 Channel System in combination per month			UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07						
	Per each DS1 COCI combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
	Each Additional DS1 Interoffice Channel per mile in same 3/1 Channel System per month			UNC1X	1L5XX	0.1856										
	Each Additional DS1 Interoffice Channel Facility Termination in same 3/1 Channel System per month			UNC1X	U1TF1	88.44	174.46	122.46	45.61	17.95						
	Each Additional DS1 COCI in the same 3/1 channel system combination per month			UNC1X	UC1D1	13.76	10.07	7.08	0.00	0.00						
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Additional 4-Wire DS1 Digital Local Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
EXTENDED 4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
	First 4-wire 56 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	60.54	42.79	2.81						
	First 4-wire 56 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL56	31.56	127.59	60.54	42.79	2.81						
	First 4-wire 56 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	60.54	42.79	2.81						
	First 4-wire 56 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0091										
	First 4-wire 56 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD5	18.44	94.70	52.59	50.49	21.53						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98						
EXTENDED 4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH DS0 INTEROFFICE TRANSPORT																
	First 4-wire 64 kbps Local Loop in combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	60.54	42.79	2.81						
	First 4-wire 64 kbps Local Loop in combination - Zone 2		2	UNCDX	UDL64	31.56	127.59	60.54	42.79	2.81						
	First 4-wire 64 kbps Local Loop in combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	60.54	42.79	2.81						
	First l4-wire 65 kbps Interoffice Transport - Dedicated - Per Mile per month			UNCDX	1L5XX	0.0091										
	First 4-wire 64 kbps Interoffice Transport - Dedicated - Facility Termination per month			UNCDX	U1TD6	18.44	94.70	52.59	50.49	21.53						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		8.98	8.98	8.98	8.98						
ADDITIONAL NETWORK ELEMENTS																
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.															
	When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.															
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		8.98	8.98	8.98	8.98						

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		8.98	8.98	8.98	8.98						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		8.98	8.98	8.98	8.98						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		8.98	8.98	8.98	8.98						
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		8.98	8.98	8.98	8.98						
Optional Features & Functions:																
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF	0I	0I	0I	0I							
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF	0I	0I	0I	0I							
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC	184.92S	23.82S	2.07S	0.8S							
	C-bit Parity Option - Subsequent Activity - per DS3	i		U1TD3, ULDD3, UE3, UNC3X	NRCC3	219.09S	7.67S	0.773S	0S							
MULTIPLXERS																
	DS1 to DS0 Channel System per month			UNC1X	MQ1	146.77	101.42	71.62								
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for a Local Loop			UDL	1D1DD	2.10	10.07	7.08								
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs) used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.10	10.07	7.08	0.00	0.00						
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month for a Local Loop			UDN	UC1CA	3.66	10.07	7.08								
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.66	10.07	7.08	0.00	0.00						
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for a Local Loop			UEA	1D1VG	1.38	10.07	7.08								
	Voice Grade COCI - DS1 to DS0 Channel System - per month used for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.38	10.07	7.08	0.00	0.00						
	DS3 to DS1 Channel System per month			UNC3X	MQ3	211.19	199.28	118.64	40.34	39.07						
	STS-1 to DS1 Channel System per month			UNXCS	MQ3	211.19	199.28	118.64	40.34	39.07						
	DS1 COCI used with Loop per month			USL	UC1D1	13.76	10.07	7.08								
	DS1 COCI (used for connection to a channelized DS1 Local Channel in the same SWC as collocation) per month			U1TUA	UC1D1	13.76	10.07	7.08	0.00	0.00						
	DS1 COCI used with Interoffice Channel per month			U1TD1	UC1D1	13.76	10.07	7.08	0.00	0.00						
	DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	13.76	10.07	7.08	0.00	0.00						
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
Exchange Ports																
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
2-WIRE VOICE GRADE LINE PORT RATES (RES)																
	Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.40	3.74	3.63	1.88	1.80						
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.40	3.74	3.63	1.88	1.80						
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.40	3.74	3.63	1.88	1.80						
	Exchange Ports - 2-Wire VG unbundled Florida area calling with Caller ID - Res.			UEPSR	UEPAF	1.40	3.74	3.63	1.88	1.80						
	Exchange Ports - 2-Wire VG unbundled Florida Residence Area Calling Plan, without Caller ID capability			UEPSR	UEPA9	1.40	3.74	3.63	1.88	1.80						
	Exchange Ports - 2-Wire VG unbundled Florida extended dialing port for use with CREX7 and Caller ID			UEPSR	UEPA1	1.40	3.74	3.63	1.88	1.80						
	Exchange Ports - 2-Wire VG unbundled Florida extended dialing port for use with CREX7, without Caller ID capability			UEPSR	UEPA8	1.40	3.74	3.63	1.88	1.80						

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.40	3.74	3.63	1.88	1.80					
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	1.40	3.74	3.63	1.88	1.80					
	Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00							
	FEATURES														
	All Available Vertical Features			UEPSR	UEPVF	2.26	0.00	0.00							
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)														
	Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.40	3.74	3.63	1.88	1.80					
	Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.40	3.74	3.63	1.88	1.80					
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.40	3.74	3.63	1.88	1.80					
	Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.40	3.74	3.63	1.88	1.80					
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1.40	3.74	3.63	1.88	1.80					
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00							
	FEATURES														
	All Available Vertical Features			UEPSB	UEPVF	2.26	0.00	0.00							
	EXCHANGE PORT RATES (DID & PBX)														
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.40	39.06	18.18	12.35	0.7187					
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.40	39.06	18.18	12.35	0.7187					
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.40	39.06	18.18	12.35	0.7187					
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.40	39.06	18.18	12.35	0.7187					
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.40	39.06	18.18	12.35	0.7187					
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00							
	FEATURES														
	All Available Vertical Features			UEPSP UEPSE	UEPVF	2.26	0.00	0.00							
	EXCHANGE PORT RATES (COIN)														
	Exchange Ports - Coin Port					1.40	3.74	3.63	1.88	1.80					
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)															
	EXCHANGE PORT RATES														
The DS1 Port rates below for 4-Wire DDITS Trunk Port and 4-Wire ISDN Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.															
Requests for 4-Wire DDITS Trunk Ports with 4-Wire ISDN DS1 Ports after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.															
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.73	78.41	15.82	41.94	4.26					
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability (E-4/1/2004)			UEPDD	UEPDD	54.95	151.11	77.75	48.81	3.10					
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX, UEPSX	U1PMA	8.83	46.83	50.68	27.64	11.93					
	All Features Offered			UEPTX, UEPSX	UEPVF	2.26	0.00	0.00							
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX, UEPSX	U1UMA	0.00	0.00	0.00							
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
									First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																	
EXCHANGE PORT RATES (continued)																	
		Exchange Ports - 4-Wire ISDN DS1 Port with Detailed E911 Locator Capability (E:4/1/2004)						UEPEX	UEPEX	82.74	174.61	95.17	49.80	18.23			
		Exchange Ports - 4-Wire ISDN DS1 Port (E:4/1/2004)						UEPDX	UEPDX	82.74	174.61	95.17	49.80	18.23			
		Physical Collocation - DS1 Cross-Connects						UEPEX	UEPDX	PE1P1	1.32	27.77	15.52	5.93	4.77		
		Virtual collocation - Special Access & UNE, cross-connect per DS1						UEPEX	UEPDX	CNC1X	7.50	155.00	14.00				
Detailed E911 with Locator Capability (required with UEPEX port)																	
		Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Initial Profile Establishment per CLEC per State						UEPEX	UEP1A	0.00	1,809.00		151.12				
		Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Subsequent Profile Changes, Additions, Deletions						UEPEX	UEP1B	0.00	175.66						
New or Additional PRI Telephone Numbers																	
		Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability 2-way Telephone Numbers, per number in E911 profile [New or Additional]						UEPEX	UEP1C	0.0699	0.5412						
		Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - E911 Locator Capability - Outdial Telephone Numbers, per number in E911 profile [New or Additional]						UEPEX	UEP1D	0.0699	12.71	12.71					
		Unbundled Exchange Ports, 4-Wire ISDN DS1 Port - Inward Telephone Numbers - Inward Data Only Option [New or Additional]						UEPDX	UEP1E	0.00	0.5412						
		Exchange Ports - 4-Wire ISDN DS1 Port - Subsequent [New] Inward Tel Numbers [Customer Testing Purposes]						UEPEX	PR7ZT	0.00	25.42	25.42					
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)						UEPEX	UEPDX	LNPCN	1.75						
INTERFACE (Provisioning Only)																	
		Voice/Data						UEPEX	PR71V	0.00	0.00	0.00					
		Digital Data						UEPEX	PR71D	0.00	0.00	0.00					
		Inward Data						UEPDX	PR71E	0.00	0.00	0.00					
New or Additional Channel																	
		New or Additional - Voice/Data "B" Channel						UEPEX	PR7BV	0.00	15.48						
		New or Additional - Digital Data "B" Channel						UEPEX	PR7BF	0.00	15.48						
		New or Additional Inward Data "B" Channel						UEPDX	PR7BD	0.00	15.48						
		New or Additional Usage Sensitive Voice Data "B" Channel						UEPEX	PR7BS	0.00							
		New or Additional Usage Sensitive Digital Data "B" Channel						UEPEX	PR7BU	0.00							
		New or Additional PRI "D" Channel						UEPEX	PR7EX	0.00	15.48						
CALL TYPES																	
		Inward						UEPEX	UEPDX	PR7C1	0.00	0.00	0.00				
		Outward						UEPEX	PR7CO	0.00	0.00	0.00					
		Two-way						UEPEX	PR7CC	0.00	0.00	0.00					
UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY																	
UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE																	
		Unbundled Remote Call Forwarding Service, Area Calling, Res						UEPVR	UERAC	1.40	3.74	3.63	1.88	1.80			
		Unbundled Remote Call Forwarding Service, Local Calling - Res						UEPVR	UERLC	1.40	3.74	3.63	1.88	1.80			
		Unbundled Remote Call Forwarding Service, InterLATA - Res						UEPVR	UERTE	1.40	3.74	3.63	1.88	1.80			
		Unbundled Remote Call Forwarding Service, IntraLATA - Res						UEPVR	UERTR	1.40	3.74	3.63	1.88	1.80			
Non-Recurring																	
		Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is						UEPVR	USAC2		0.102	0.102					
		Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)						UEPVR	USACC		0.102	0.102					
UNBUNDLED REMOTE CALL FORWARDING - Bus																	
		Unbundled Remote Call Forwarding Service, Area Calling - Bus						UEPVB	UERAC	1.40	3.74	3.63	1.88	1.80			

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1.40	3.74	3.63	1.88	1.80						
	Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1.40	3.74	3.63	1.88	1.80						
	Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1.40	3.74	3.63	1.88	1.80						
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.40	3.74	3.63	1.88	1.80						
	Non-Recurring															
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2		0.102	0.102								
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC		0.102	0.102								
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	End Office Switching (Port Usage)															
	End Office Switching Function, Per MOU					0.0007662										
	End Office Trunk Port - Shared, Per MOU					0.000164										
	Tandem Switching (Port Usage) (Local or Access Tandem)															
	Tandem Switching Function Per MOU					0.0001319										
	Tandem Trunk Port - Shared, Per MOU					0.000235										
	Tandem Switching Function Per MOU (Melded)					0.000027185										
	Tandem Trunk Port - Shared, Per MOU (Melded)					0.000048434										
	Melded Factor: 20.61% of the Tandem Rate															
	Common Transport															
	Common Transport - Per Mile, Per MOU					0.0000035										
	Common Transport - Facilities Termination Per MOU					0.0004372										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			10.94										
	2-Wire VG Loop/Port Combo - Zone 2		2			15.05										
	2-Wire VG Loop/Port Combo - Zone 3		3			25.80										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	24.63										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPRX	UEPAF	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled Florida extended dialing with Caller ID			UEPRX	UEPA1	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled Florida extended dialing port without Caller ID capability			UEPRX	UEPA8	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled Florida Area Calling Port without Caller ID Capability			UEPRX	UEPA9	1.17	53.31	26.46	27.50	8.37						
	2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	1.17	53.31	26.46	27.50	8.37						
	FEATURES															
	All Features Offered			UEPRX	UEPVF	2.26	0.00	0.00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is						UEPRX	USAC2		0.102	0.102								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change						UEPRX	USACC		0.102	0.102								
		ADDITIONAL NRCs																		
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity						UEPRX	USAS2	0.00	0.00	0.00								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise						UEPRX	URETL		8.33	0.83								
		OFF/ON PREMISES EXTENSION CHANNELS																		
		2 Wire Analog Voice Grade Extension Loop – Non-Design					1	UEPRX	UEAEN	10.69	49.57	22.83	25.62	6.57						
		2 Wire Analog Voice Grade Extension Loop – Non-Design					2	UEPRX	UEAEN	15.20	49.57	22.83	25.62	6.57						
		2 Wire Analog Voice Grade Extension Loop – Non-Design					3	UEPRX	UEAEN	26.97	49.57	22.83	25.62	6.57						
		2 Wire Analog Voice Grade Extension Loop – Design					1	UEPRX	UEAED	12.24	135.75	82.47	63.53	12.01						
		2 Wire Analog Voice Grade Extension Loop – Design					2	UEPRX	UEAED	17.40	135.75	82.47	63.53	12.01						
		2 Wire Analog Voice Grade Extension Loop – Design					3	UEPRX	UEAED	30.87	135.75	82.47	63.53	12.01						
		INTEROFFICE TRANSPORT																		
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination						UEPRX	U1TV2	25.32	47.35	31.78								
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile						UEPRX	U1TVM	0.0091	0.00	0.00								
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																		
		UNE Port/Loop Combination Rates																		
		2-Wire VG Loop/Port Combo - Zone 1					1			10.94										
		2-Wire VG Loop/Port Combo - Zone 2					2			15.05										
		2-Wire VG Loop/Port Combo - Zone 3					3			25.80										
		UNE Loop Rates																		
		2-Wire Voice Grade Loop (SL1) - Zone 1					1	UEPBX	UEPLX	9.77										
		2-Wire Voice Grade Loop (SL1) - Zone 2					2	UEPBX	UEPLX	13.88										
		2-Wire Voice Grade Loop (SL1) - Zone 3					3	UEPBX	UEPLX	24.63										
		2-Wire Voice Grade Line Port (Bus)																		
		2-Wire voice unbundled port without Caller ID - bus						UEPBX	UEPBL	1.17	53.31	26.46	27.50	8.37						
		2-Wire voice unbundled port with Caller + E484 ID - bus						UEPBX	UEPBC	1.17	53.31	26.46	27.50	8.37						
		2-Wire voice unbundled port outgoing only - bus						UEPBX	UEPBO	1.17	53.31	26.46	27.50	8.37						
		2-Wire voice unbundled incoming only port with Caller ID - Bus						UEPBX	UEPB1	1.17	53.31	26.46	27.50	8.37						
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability						UEPBX	UEPBE	1.17	53.31	26.46	27.50	8.37						
		LOCAL NUMBER PORTABILITY																		
		Local Number Portability (1 per port)						UEPBX	LNPCX	0.35										
		FEATURES																		
		All Features Offered						UEPBX	UEPVF	2.26	0.00	0.00								
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is						UEPBX	USAC2		0.102	0.102								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change						UEPBX	USACC		0.102	0.102								
		ADDITIONAL NRCs																		
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity						UEPBX	USAS2		0.00	0.00								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise						UEPBX	URETL		8.33	0.83								
		OFF/ON PREMISES EXTENSION CHANNELS																		
		2 Wire Analog Voice Grade Extension Loop – Non-Design					1	UEPBX	UEAEN	10.69	49.57	22.83	25.62	6.57						
		2 Wire Analog Voice Grade Extension Loop – Non-Design					2	UEPBX	UEAEN	15.20	49.57	22.83	25.62	6.57						
		2 Wire Analog Voice Grade Extension Loop – Non-Design					3	UEPBX	UEAEN	26.97	49.57	22.83	25.62	6.57						
		2 Wire Analog Voice Grade Extension Loop – Design					1	UEPBX	UEAED	12.24	135.75	82.47	63.53	12.01						
		2 Wire Analog Voice Grade Extension Loop – Design					2	UEPBX	UEAED	17.40	135.75	82.47	63.53	12.01						
		2 Wire Analog Voice Grade Extension Loop – Design					3	UEPBX	UEAED	30.87	135.75	82.47	63.53	12.01						
		INTEROFFICE TRANSPORT																		

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPBX	U1TV2	25.32	47.35	31.78							
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPBX	U1TVM	0.0091	0.00	0.00							
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)														
		UNE Port/Loop Combination Rates														
		2-Wire VG Loop/Port Combo - Zone 1		1			10.94									
		2-Wire VG Loop/Port Combo - Zone 2		2			15.05									
		2-Wire VG Loop/Port Combo - Zone 3		3			25.80									
		UNE Loop Rates														
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	9.77									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	13.88									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	24.63									
		2-Wire Voice Grade Line Port Rates (RES - PBX)														
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.17	174.81	100.65	75.88	12.73					
		LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00							
		FEATURES														
		All Features Offered			UEPRG	UEPVF	2.26	0.00	0.00							
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		8.45	1.91							
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		8.45	1.91							
		ADDITIONAL NRCs														
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00							
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86							
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPRG	URETL		8.33	0.83							
		OFF/ON PREMISES EXTENSION CHANNELS														
		Local Channel Voice grade, per termination		1	UEPRG	P2JHX	12.24	135.75	82.47	63.53	12.01					
		Local Channel Voice grade, per termination		2	UEPRG	P2JHX	17.40	135.75	82.47	63.53	12.01					
		Local Channel Voice grade, per termination		3	UEPRG	P2JHX	30.87	135.75	82.47	63.53	12.01					
		Non-Wire Direct Serve Channel Voice Grade		1	UEPRG	SDD2X	12.92	120.38	43.56	95.00	10.54					
		Non-Wire Direct Serve Channel Voice Grade		2	UEPRG	SDD2X	18.36	120.38	43.56	95.00	10.54					
		Non-Wire Direct Serve Channel Voice Grade		3	UEPRG	SDD2X	32.58	120.38	43.56	95.00	10.54					
		INTEROFFICE TRANSPORT														
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPRG	U1TV2	25.32	47.35	31.78							
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPRG	U1TVM	0.0091	0.00	0.00							
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)														
		UNE Port/Loop Combination Rates														
		2-Wire VG Loop/Port Combo - Zone 1		1			10.94									
		2-Wire VG Loop/Port Combo - Zone 2		2			15.05									
		2-Wire VG Loop/Port Combo - Zone 3		3			25.80									
		UNE Loop Rates														
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	9.77									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	13.88									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	24.63									
		2-Wire Voice Grade Line Port Rates (BUS - PBX)														
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.17	174.81	100.65	75.88	12.73					
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.17	174.81	100.65	75.88	12.73					
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.17	174.81	100.65	75.88	12.73					
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.17	174.81	100.65	75.88	12.73					

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.17	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.17	174.81	100.65	75.88	12.73						
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPPX	UEPVF	2.26	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		8.45	1.91								
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		8.45	1.91								
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00								
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.86	7.86								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPX	URETL		8.33	0.83								
	OFF/ON PREMISES EXTENSION CHANNELS															
	Local Channel Voice grade, per termination		1	UEPPX	P2JHX	12.24	135.75	82.47	63.53	12.01						
	Local Channel Voice grade, per termination		2	UEPPX	P2JHX	17.40	135.75	82.47	63.53	12.01						
	Local Channel Voice grade, per termination		3	UEPPX	P2JHX	30.87	135.75	82.47	63.53	12.01						
	Non-Wire Direct Serve Channel Voice Grade		1	UEPPX	SDD2X	12.92	120.38	43.56	95.00	10.54						
	Non-Wire Direct Serve Channel Voice Grade		2	UEPPX	SDD2X	18.36	120.38	43.56	95.00	10.54						
	Non-Wire Direct Serve Channel Voice Grade		3	UEPPX	SDD2X	32.58	120.38	43.56	95.00	10.54						
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPPX	U1TV2	25.32	47.35	31.78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPPX	U1TVM	0.0091	0.00	0.00								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Coin Port/Loop Combo - Zone 1		1			10.94										
	2-Wire VG Coin Port/Loop Combo - Zone 2		2			15.05										
	2-Wire VG Coin Port/Loop Combo - Zone 3		3			25.80										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	9.77										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	13.88										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	24.63										
	2-Wire Voice Grade Line Ports (COIN)															
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL)			UEPCO	UEP2F	1.17	53.31	26.46	27.50	8.37						
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)			UEPCO	UEPFA	1.17	53.31	26.46	27.50	8.37						
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL)			UEPCO	UEPCG	1.17	53.31	26.46	27.50	8.37						
	2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	1.17	53.31	26.46	27.50	8.37						

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+ (FL)			UEPCO	UEPOF	1.17	53.31	26.46	27.50	8.37						
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	1.17	53.31	26.46	27.50	8.37						
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.17	53.31	26.46	27.50	8.37						
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.17	53.31	26.46	27.50	8.37						
		ADDITIONAL UNE COIN PORT/LOOP (RC)															
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	1.86	0.00	0.00	0.00	0.00						
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.102	0.102								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.102	0.102								
		ADDITIONAL NRCS															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00								
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPCO	URETL		8.33	0.83								
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			13.64										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			18.80										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			32.27										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	12.24										
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	17.40										
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	30.87										
		2-Wire Voice Grade Line Port Rates (Res)															
		2-Wire voice unbundled port - residence			UEPFR	UEPRL	1.40	174.81	100.65	75.88	12.73						
		2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	1.40	174.81	100.65	75.88	12.73						
		2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	1.40	174.81	100.65	75.88	12.73						
		2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPFR	UEPAF	1.40	174.81	100.65	75.88	12.73						
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.40	174.81	100.65	75.88	12.73						
		INTEROFFICE TRANSPORT															
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	25.32	47.35	31.78								
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0.0091										
		FEATURES															
		All Features Offered			UEPFR	UEPVF	2.26	0.00	0.00								
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPFR	LNPCX	0.35										
		NONRECURRING CHARGES (NRCS) - CURRENTLY COMBINED															
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		16.97	3.73								
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		16.97	3.73								
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFR	URETN		11.21	1.10								
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			13.64										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			18.80										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			32.27										

UNBUNDLED NETWORK ELEMENTS - Florida											Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	12.24										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	17.40										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	30.87										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	1.40	174.81	100.65	75.88	12.73						
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	1.40	174.81	100.65	75.88	12.73						
	2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	1.40	174.81	100.65	75.88	12.73						
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	1.40	174.81	100.65	75.88	12.73						
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFB	LNPCX	0.35										
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	25.32	47.35	31.78								
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.0091										
	FEATURES															
	All Features Offered			UEPFB	UEPVF	2.26	0.00	0.00								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2		16.97	3.73								
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		16.97	3.73								
	Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPFB	URETN		11.21	1.10								
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			13.64										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			18.80										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			32.27										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFP	UECF2	12.24										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFP	UECF2	17.40										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFP	UECF2	30.87										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	1.40	174.81	100.65	75.88	12.73						
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	1.40	174.81	100.65	75.88	12.73						
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.40	174.81	100.65	75.88	12.73						
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.40	174.81	100.65	75.88	12.73						
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFP	LNPCP	3.15	0.00	0.00								
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFP	U1TV2	25.32	47.35	31.78								

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

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS		USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	UEPPR	USACB	0.00	25.22	17.00							
	ADDITIONAL NRCS																
		Unbundled Miscellaneous Rate Element, Tag Designed Loop at End User Premise			UEPPB	UEPPR	URETN		11.21	1.10							
		Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEPPB	UEPPR	URETL		8.33	0.83							
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0.00	0.00							
	B-CHANNEL USER PROFILE ACCESS:																
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00							
		CVS (EWSD)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00							
		CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00							
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
	USER TERMINAL PROFILE																
		User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0.00	0.00	0.00							
	VERTICAL FEATURES																
		All Vertical Features - One per Channel B User Profile			UEPPB	UEPPR	UEPVF	2.26	0.00	0.00							
	INTEROFFICE CHANNEL MILEAGE																
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB	UEPPR	M1GNC	25.3291	47.35	31.78	18.31	7.03					
		Interoffice Channel mileage each, additional mile			UEPPB	UEPPR	M1GNM	0.0091	0.00	0.00							
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
	The UNE-P DS1 combination rates below for in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate commercial agreement.																
	Requests for 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																
	UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP			153.48									
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP			183.28									
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP			261.12									
	UNE Loop Rates																
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP		USL4P	70.74									
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP		USL4P	100.54									
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP		USL4P	178.38									
	UNE Port Rate																
		Exchange Ports - 4-Wire ISDN DS1 Port (E:4/1/2004)			UEPPP		UEPPP	82.74	488.36	276.65							
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is (E:4/1/2004)			UEPPP		USACP	0.00	84.17	61.38							
	ADDITIONAL NRCS																
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqst Actvy- Inward/two way Tel Nos. (except NC)			UEPPP		PR7TF		0.5412								
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP		PR7TO		12.71	12.71							
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Numbers			UEPPP		PR7ZT		25.42	25.42							
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPP		LNPCN	1.75									
	INTERFACE (Provsioning Only)																
		Voice/Data			UEPPP		PR71V	0.00	0.00	0.00							
		Digital Data			UEPPP		PR71D	0.00	0.00	0.00							
		Inward Data			UEPPP		PR71E	0.00	0.00	0.00							
	New or Additional "B" Channel																
		New or Additional - Voice/Data B Channel			UEPPP		PR7BV	0.00	15.48								
		New or Additional - Digital Data B Channel			UEPPP		PR7BF	0.00	15.48								
		New or Additional Inward Data B Channel			UEPPP		PR7BD	0.00	15.48								
	CALL TYPES																

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
		Inward			UEPPP	PR7C1		0.00	0.00	0.00										
		Outward			UEPPP	PR7CO		0.00	0.00	0.00										
		Two-way			UEPPP	PR7CC		0.00	0.00	0.00										
	Interoffice Channel Mileage																			
		Fixed Each Including First Mile			UEPPP	1LN1A		88.6256	105.54	98.47	21.47	19.05								
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B		0.1856												
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																				
The UNE-P DS1 combination rates below for in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate commercial agreement.																				
Requests for 4-Wire DS1 Digital Loop with 4-Wire DDITS after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																				
UNE Port/Loop Combination Rates																				
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC			125.69												
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC			155.49												
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC			233.33												
UNE Loop Rates																				
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC		70.74												
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC		100.54												
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC		178.38												
UNE Port Rate																				
		4-Wire DDITS Digital Trunk Port (E:4/1/2004)			UEPDC	UDD1T		54.95	464.86	259.23										
NONRECURRING CHARGES - CURRENTLY COMBINED																				
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is (E:4/1/2004)			UEPDC	USAC4			95.31	46.71										
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes (E:4/1/2004)			UEPDC	USAWA			95.31	46.71										
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk (E:4/1/2004)			UEPDC	USAWB			95.31	46.71										
ADDITIONAL NRCs																				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA			15.69	15.69										
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB			15.69	15.69										
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC			15.69	15.69										
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD			15.69	15.69										
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE			15.69	15.69										
BIPOLAR 8 ZERO SUBSTITUTION																				
		B8ZS - Superframe Format			UEPDC	CCOSF		0.00i	655.00s											
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00i	655.00s											
Alternate Mark Inversion																				
		AMI - Superframe Format			UEPDC	MCOSF			0.00	0.00										
		AMI - Extended SuperFrame Format			UEPDC	MCOPO			0.00	0.00										
Telephone Number/Trunk Group Establishment Charges																				
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX		0.00												
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY		0.00												
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ		0.00												
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ		0.00	0.00	0.00										
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4		0.00												
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5		0.00												
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6		0.00	0.00	0.00										
		Reserve DID Numbers			UEPDC	NDV		0.00	0.00	0.00										
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																				
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1		88.44	105.54	98.47	21.47	19.05								
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA		0.1856	0.00	0.00										

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
											First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)							UEPDC	1LNO2	0.00	0.00	0.00							
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles							UEPDC	1LNOB	0.1856	0.00	0.00							
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)							UEPDC	1LNO3	0.00	0.00	0.00	0.00						
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles							UEPDC	1LNOC	0.1856	0.00	0.00							
		Local Number Portability, per DSO Activated							UEPDC	LNPCP	3.15	0.00	0.00	0.00						
		Central Office Terminating Point							UEPDC	CTG	0.00									
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																				
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																				
Each System can have up to 24 combinations of rates depending on type and number of ports used																				
The UNE-P DS1 combination rates below for 4-Wire DS1 Loop with Channelization with Port in this rate exhibit apply to the embedded base in place as of 10/2/03 until 4/1/04. After 4/1/04 these rates shall revert to tariff rates or a separate agreement.																				
Requests for 4-Wire DS1 Loop with Channelization with Port after the effective date of this amendment shall be provided pursuant to a separate agreement or tariff at BellSouth's discretion.																				
UNE DS1 Loop																				
		4-Wire DS1 Loop - UNE Zone 1						1	UEPMG	USLDC	70.74	0.00	0.00							
		4-Wire DS1 Loop - UNE Zone 2						2	UEPMG	USLDC	100.54	0.00	0.00							
		4-Wire DS1 Loop - UNE Zone 3						3	UEPMG	USLDC	178.38	0.00	0.00							
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																				
		24 DSO Channel Capacity - 1 per DS1							UEPMG	VUM24	118.06	0.00	0.00							
		48 DSO Channel Capacity - 1 per 2 DS1s							UEPMG	VUM48	236.12	0.00	0.00							
		96 DSO Channel Capacity -1per 4 DS1s							UEPMG	VUM96	472.24	0.00	0.00							
		144 DSO Channel Capacity - 1 per 6 DS1s							UEPMG	VUM14	708.36	0.00	0.00							
		192 DSO Channel Capacity - 1 per 8 DS1s							UEPMG	VUM19	944.48	0.00	0.00							
		240 DSO Channel Capacity - 1 per 10 DS1s							UEPMG	VUM20	1,180.60	0.00	0.00							
		288 DSO Channel Capacity - 1 per 12 DS1s							UEPMG	VUM28	1,416.72	0.00	0.00							
		384 DSO Channel Capacity - 1 per 16 DS1s							UEPMG	VUM38	1,888.96	0.00	0.00							
		480 DSO Channel Capacity - 1 per 20 DS1s							UEPMG	VUM40	2,361.20	0.00	0.00							
		576 DSO Channel Capacity -1 per 24 DS1s							UEPMG	VUM57	2,833.44	0.00	0.00							
		672 DSO Channel Capacity - 1 per 28 DS1s							UEPMG	VUM67	3,305.68	0.00	0.00							
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																				
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																				
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																				
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes							UEPMG	USAC4	0.00	96.77	4.24							
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																				
New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's																				
		1 DS1/D4 Channel Bank - Additionally Add NRC for each Port and Assoc Fea Activation (E:4/1/2004)							UEPMG	VUMD4	0.00	726.11	468.21	145.32	17.24					
Bipolar 8 Zero Substitution																				
		Clear Channel Capability Format, superframe - Subsequent Activity Only							UEPMG	CCOSF	0.00	0.00i	655.00s							
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only							UEPMG	CCOEF	0.00	0.00i	655.00s							
Alternate Mark Inversion (AMI)																				
		Superframe Format							UEPMG	MCOSF	0.00	0.00	0.00							
		Extended Superframe Format							UEPMG	MCOPO	0.00	0.00	0.00							
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																				
Exchange Ports																				
		Line Side Combination Channelized PBX Trunk Port - Business (E:4/1/2004)							UEPPX	UEPCX	1.40	0.00	0.00	0.00	0.00					
		Line Side Outward Channelized PBX Trunk Port - Business (E:4/1/2004)							UEPPX	UEPOX	1.40	0.00	0.00	0.00	0.00					
		Line Side Inward Only Channelized PBX Trunk Port without DID (E:4/1/2004)							UEPPX	UEP1X	1.40	0.00	0.00	0.00	0.00					
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port (E:4/1/2004)							UEPPX	UEPDM	8.71	0.00	0.00	0.00	0.00					
Feature Activations - Unbundled Loop Concentration																				

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

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.17	53.31	26.46	27.50	8.37						
	Georgia and Florida Only															
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPHA	1.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPHB	1.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPHH	1.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP91	UEPHM	1.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term			UEP91	UEPHZ	1.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPH9	1.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPH2	1.17	53.31	26.46	27.50	8.37						
	Local Switching															
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.7384										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP91	LNPPC	0.35										
	Features															
	All Standard Features Offered, per port			UEP91	UEPVF	2.26										
	All Select Features Offered, per port			UEP91	UEPVS	0.00	370.70									
	All Centrex Control Features Offered, per port			UEP91	UEPVC	2.26										
	NARS															
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Outdial			UEP91	UAROx	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP91	CENA6	8.73										
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	25.32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0091										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP91	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		21.50	8.42								
	Conversion of Existing Centrex Common Block			UEP91	USACN		5.17	8.32								
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	618.82									
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	618.82									
	Secondary Block, per Block			UEP91	M2CC1	0.00	71.31									
	NAR Establishment Charge, Per Occasion			UEP91	URECA	0.00	66.48									
	UNE-P CENTREX - 5ESS (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		10.94										

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		15.05									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		25.80									
	UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		13.41									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		18.57									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		32.04									
	UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	9.77									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	13.88									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	24.63									
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	12.24									
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	17.40									
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	30.87									
	UNE Port Rate															
	All States															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP95	UEPYM	1.17	139.49	86.10	65.41	13.81					
		2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.17	139.49	86.10	65.41	13.81					
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.17	53.31	26.46	27.50	8.37					
	AL, KY, LA, MS, SC, & TN Only															
	FL & GA Only															
		2-Wire Voice Grade Port (Centrex)			UEP95	UEPHA	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPHB	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPHH	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3			UEP95	UEPHM	1.17	139.49	86.10	65.41	13.81					
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP95	UEPHZ	1.17	139.49	86.10	65.41	13.81					
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPH9	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPH2	1.17	53.31	26.46	27.50	8.37					
	Local Switching															
		Centrex Intercom Functionality, per port			UEP95	URECS	0.7384									
	Local Number Portability															
		Local Number Portability (1 per port)			UEP95	LNPC	0.35									
	Features															
		All Standard Features Offered, per port			UEP95	UEPVF	2.26									
		All Select Features Offered, per port			UEP95	UEPVS	0.00	370.70								
		All Centrex Control Features Offered, per port			UEP95	UEPVC	2.26									
	NARS															
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00	0.00	0.00					
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00	0.00	0.00					
		Unbundled Network Access Register - Outdial			UEP95	UARO	0.00	0.00	0.00	0.00	0.00					
	Miscellaneous Terminations															
	2-Wire Trunk Side															
		Trunk Side Terminations, each			UEP95	CEND6	8.73									

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

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3 Basic Local Area			UEP9D	UEPYE	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYW	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))4 Basic Local Area			UEP9D	UEPYJ	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3-Basic Local Area			UEP9D	UEPYM	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4 Basic Local Area			UEP9D	UEPYO	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4 Basic Local Area			UEP9D	UEPYP	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4 Basic Local Area			UEP9D	UEPYQ	1.17	139.49	86.10	65.41	13.81					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4 Basic Local Area			UEP9D	UEPYR	1.17	139.49	86.10	65.41	13.81					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2,3,4 Basic Local Area			UEP9D	UEPYS	1.17	139.49	86.10	65.41	13.81					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4 Basic Local Area			UEP9D	UEPY4	1.17	139.49	86.10	65.41	13.81					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.17	139.49	86.10	65.41	13.81					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4 Basic Local Area			UEP9D	UEPY6	1.17	139.49	86.10	65.41	13.81					
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4 Basic Local Area			UEP9D	UEPY7	1.17	139.49	86.10	65.41	13.81					
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPYZ	1.17	139.49	86.10	65.41	13.81					
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.17	53.31	26.46	27.50	8.37					
		FL & GA Only														
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPHA	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPHB	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex / EBS-PSET)4			UEP9D	UEPHC	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex / EBS-M5009)4			UEP9D	UEPHD	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex / EBS-M5209)4			UEP9D	UEPHE	1.17	53.31	26.46	27.50	8.37					
		2-Wire Voice Grade Port (Centrex / EBS-M5112)4			UEP9D	UEPHF	1.17	53.31	26.46	27.50	8.37					

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex / EBS-M5312)4			UEP9D	UEPHG	1.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5008)4			UEP9D	UEPHT	1.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5208)4			UEP9D	UEPHU	1.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5216)4			UEP9D	UEPHV	1.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex / EBS-M5316)4			UEP9D	UEPH3	1.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPHH	1.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)4			UEP9D	UEPHW	1.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)4			UEP9D	UEPHJ	1.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2,3			UEP9D	UEPHM	1.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2,3,4			UEP9D	UEPHO	1.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2,3,4			UEP9D	UEPHP	1.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2,3,4			UEP9D	UEPHQ	1.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2,3,4			UEP9D	UEPHR	1.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3,4			UEP9D	UEPHS	1.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2,3,4			UEP9D	UEPH4	1.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2,3,4			UEP9D	UEPH5	1.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2,3,4			UEP9D	UEPH6	1.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2,3,4			UEP9D	UEPH7	1.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term 2,3			UEP9D	UEPHZ	1.17	139.49	86.10	65.41	13.81						
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPH9	1.17	53.31	26.46	27.50	8.37						
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPH2	1.17	53.31	26.46	27.50	8.37						
	Local Switching															
	Centrex Intercom Functionality, per port			UEP9D	URECS	0.7384										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
	Features															
	All Standard Features Offered, per port			UEP9D	UEPVF	2.26										
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	370.70									
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	2.26										
	NARS															
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00	0.00	0.00						
	Unbundled Network Access Register - Outdial			UEP9D	UAROx	0.00	0.00	0.00	0.00	0.00						
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP9D	CEND6	8.73										
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP9D	M1HD1	54.95										
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	15.69									
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP9D	M1GBC	25.32										
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	M1GBM	0.0091										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66										

UNBUNDLED NETWORK ELEMENTS - Florida												Attachment: 2		Exhibit: A					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)								
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66												
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66												
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.66												
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66												
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66												
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66												
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																			
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		21.50	8.42										
		Conversion of existing Centrex Common Block, each			UEP9D	USACN		5.17	8.32										
		New Centrex Standard Common Block			UEP9D	M1ACS	0.00	618.82											
		New Centrex Customized Common Block			UEP9D	M1ACC	0.00	618.82											
		NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	66.48											
Additional Non-Recurring Charges (NRC)																			
		Unbundled Miscellaneous Rate Element, Tag Loop at End Use Premise			UEP9D	URETL		8.33	0.83										
		Unbundled Miscellaneous Rate Element, Tag Design Loop at End Use Premise			UEP9D	URETN		11.21	1.10										
UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)																			
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																			
UNE Port/Loop Combination Rates (Non-Design)																			
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		10.94												
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		15.05												
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		25.80												
UNE Port/Loop Combination Rates (Design)																			
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		13.41												
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		18.57												
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		32.04												
UNE Loop Rate																			
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	9.77												
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	13.88												
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	24.63												
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	12.24												
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	17.40												
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	30.87												
UNE Port Rate																			
AL, FL, KY, LA, MS, & TN only																			
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.17	53.31	26.46	27.50	8.37								
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.17	53.31	26.46	27.50	8.37								
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.17	53.31	26.46	27.50	8.37								
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2,3 Basic Local Area			UEP9E	UEPYM	1.17	139.49	86.10	65.41	13.81								
		2-Wire Voice Grade Port, Diff Serving Wire Center 2,3 - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.17	139.49	86.10	65.41	13.81								
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.17	53.31	26.46	27.50	8.37								

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Level 3 Communications, L.L.C. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
INTERCONNECTION AGREEMENT NEGOTIATED
BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND LEVEL 3 COMMUNICATIONS, L.L.C.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Level 3 Communications, L.L.C. ("Level 3") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Level 3 and BellSouth state the following:

1. Level 3 and BellSouth have recently negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Level 3. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Level 3 and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

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

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

4. Level 3 and BellSouth aver that the Agreement is consistent with the standards for approval.

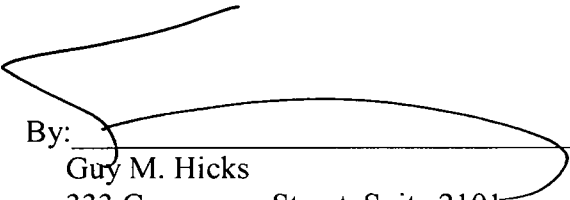
5. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Level 3 and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties.

This 9th day of June, 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

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

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via United States Mail on the 9th day of June, 2004

Director of Interconnection Services
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

Vice President – Public Policy and Government Affairs
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021



Guy M. Hicks